



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं० 50]
No. 50]

नई दिल्ली, शनिवार दिनांक 11, 1982/अग्रहायण 20, 1984
NEW DELHI, SATURDAY, DECEMBER 11, 1982/AGRAHAYANA 20, 1984

इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह सारा संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-section (II)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और आघबूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

बिधि, न्याय और कंपनी कार्य मंत्रालय

(बिधि कार्य विभाग)

सूचना

नई दिल्ली, 18 नवम्बर, 1982

का० आ० 4093—नोटरीज नियम, 1956 के नियम 6 के अनु-सरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री ब्रिज मोहन मिश्रा, एडवोकेट 15 सदन बाजार, जहासी, उत्तर प्रदेश ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक घोषणा इस बात के लिए किया है कि उसे जहासी जिले में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाये।

2 उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के जोरह दिन के भीतर लिखित रूप में देने पास भेजा जाए।

[सं० 5(79)/82—न्या०]

के० सी० डी० गंगवानी, सक्षम प्राधिकारी

MINISTRY OF LAW, JUSTICE & COMPANY AFFAIRS

(Department of Legal Affairs)

NOTICE

New Delhi, the 18th November, 1982

S.O. 4093.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, 1018 GI/82—1

that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Brij Mohan Misra, Advocate 15, Sadar Bazar, Jhansi, U.P. for appointment as a Notary to practise in Jhansi District of U.P.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[F. No. 5(79)/82-Judl.]

K. C. D. GANGWANI, Competent Authority

बिधि मंत्रालय

(बिधि कार्य विभाग)

(बिधिकरण विभाग)

नई दिल्ली, 13 नवम्बर, 1982

का० आ० 4094.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री राम चरण पाण्डेय को वर्धमान ग्रामीण बैंक, वर्धवान का अध्यक्ष नियुक्त करती है तथा 23-10-1982 से प्रारम्भ होकर 22-10-1985 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री राम चरण पाण्डेय अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एफ. 2-85/82-आर. आर. बी.]

MINISTRY OF FINANCE

(Department of Economic Affairs)

(Banking Division)

New Delhi the 13th November, 1982

S.O. 4094—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri Ram Charan Pandey as the Chairman of the Bardhaman Gramin Bank Bardwan and specified the period commencing on the 23-10-82 and ending with the 22-10-85 as the period for which the said Shri Ram Charan Pandey shall hold office as such Chairman

[No F 9-85/82-RRB]

नई दिल्ली 25 नवम्बर 1982

आ. आ. 4095—प्रादेशिक ग्रामीण बैंक अधिनियम 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री एन. सूर्यनारायण को रायबरेली क्षेत्रीय ग्रामीण बैंक रायबरेली का अध्यक्ष नियुक्त करती है तथा 11-10-1982 से प्रारम्भ होकर 10-10-1985 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री एन. सूर्यनारायण अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एक. 8-15/79-आ. आ. बी.]

राम बेहरा, सचिव

New Delhi, the 25th November, 1982

S.O. 4095—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri N Suryanarayan as the Chairman of the Rae Bareilly Kshetriya Gramin Bank, Rae Bareilly and specifies the period commencing on the 11th October, 1982 and ending with the 10th October, 1985 as the period for which the said Shri N Suryanarayan shall hold office as such Chairman

[No F 8-15/79 RRB]

RAAM BEHRA, Under Secy

सावकर अभुत कार्यालय बिबल

नागपुर 30 नवम्बर 1982

आ. आ. 4096—मौजे मेमे व्यक्तिओं की सूची की जा रही है जिनका बिलीय वर्ष 1981-82 में गृह धन की निष्कारण 10 लाख रु. से अधिक पर किया गया है। (1) हैबियन-व्यक्तियों के लिए 'बि' शिर्षक अधिनियम गृह के लिए बि व्यक्तिओं के समुदाय के लिए 'समस', न्याय के लिए 'स्या', (2) निष्कारण वर्ष (3) विवरणी में बताया धन/निष्कारित धन (4) निष्कारित द्वारा-येकर, (5) निष्कारितों द्वारा धन किया गया कर होता है।

1 श्रीमती भवदेवि की पटेल, गोबिदा

(1) व्य (2) 1981-82 (3) रु. 1323844 / रु. 1539780 (4) रु. 28990 (5) रु. 28990

2 श्रीमती रुक्मिणी जी शर्मा नागपुर

(1) व्य (2) 1981-82 (3) रु. 1015200 / रु. 1015226 (4) रु. 13792 (5) 13792

3 श्रीमती इंदिराबाई बूटी तिताव डी, नागपुर

(1) व्य (2) 1977-78 (3) रु. 673082 / रु. 1105363 (4) रु. 15930 (5) रु. 15930

4 श्रीमती इंदिराबाई बूटी तिताव डी, नागपुर

(1) व्य (2) 1978-79 (3) रु. 629375 / रु. 1190250 (4) रु. 18510 (5) 18510

5 श्रीमती इंदिराबाई बूटी तिताव डी, नागपुर

(1) व्य (2) 1979-80 (3) रु. 856900 / रु. 1114708 (4) रु. 16620 (5) रु. 16620

6 श्रीमती इंदिराबाई बूटी तिताव डी, नागपुर

(1) व्य (2) 1980-81 (3) रु. 1153433 / रु. 1193803 (4) रु. 19570 (5) 19570

7 श्रीमती इंदिराबाई बूटी नागपुर

(1) व्य (2) 1981-82 (3) रु. 1055030 / रु. 1098350 (4) रु. 16680 (5) 16680

8 श्री इ. सी. इलुसजी, नाउटराह नागपुर

(1) व्य (2) 1981-82 (3) रु. 1236155 / रु. 1257020 (4) रु. 20835 (5) रु. 20835

9 श्री सजीवसुमार पोरवाल, कासरी

(1) व्य (2) 1979-79 (3) रु. 512980 / 1002900 (4) रु. 13822 (5) 4030

10 श्री धर्मलालभाई हसनभायी नागपुर

(1) व्य (2) 1980-81 (3) रु. 1723568 / रु. 1368400 (4) रु. 24802 (5) रु. 38020

11 धर्मलालभायी/नागपुर/हसनभायी

(1) व्य (2) 1980-81 (3) रु. 1660500 / रु. 1329300 (4) रु. 23629 (5) रु. 90775

12 श्रीमती अश्वमेधी प्रतापल, कासरी

(1) व्य (2) 1981-82 (3) रु. 629430 / रु. 1039227 (4) रु. 14928 (5) रु. 14928

13 लक्ष्मीनारायण देवभान दूध बर्षा

(1) व्य (2) 1980-81 (3) रु. 1639600 / 1575882 (4) रु. 32530 (5) रु. 32530

14 लक्ष्मीनारायण देवभान दूध बर्षा

(1) व्य (2) 1979-80 (3) रु. 1545,100 / रु. 1468600 (4) रु. 25465 (5) रु. 25465

15 श्रीमती उमादेवी प्रतापल, बर्षा

(1) व्य (2) 1980-81 (3) रु. 1676800 / रु. 21,63,200 (4) रु. 61915 (5) रु. 37590

16 श्रीमती मदाप्रसादेवी प्रतापल बर्षा

(1) व्य (2) 1981-82 (3) रु. 2431300 / रु. 2900400 (4) रु. 98771 (5) रु. 75315

17 श्रीमती जानकीदेवी बजाज, बर्षा

(1) व्य (2) 1980-81 (3) रु. 1076634 / रु. 1554300 (4) रु. 31467 (5) रु. 16040

18 श्रीमती विमलादेवी बजाज, (1) व्य (2) 1980-81 (3) रु.

1832300 / रु. 1933100 (4) रु. 50405 (5) 45366

19 श्रीमती किरणदेवी बजाज, बर्षा

(1) व्य (2) 1980-81 (3) रु. 1129200 / रु. 1264100 (4) रु. 21672 (5) रु. 14628

20 श्रीमती किरणदेवी बजाज, बर्षा

(1) व्य (2) 1981-82 (3) रु. 1462900 / 1802800 (4) रु. 23888 (5) रु. 27639

21 श्रीमती कमलदेवी बजाज, बर्षा

(1) व्य (2) 1980-81 (3) रु. 1027100 / रु. 1318800 (4) रु. 23315 (5) रु. 14561

22 (1) व्य (2) 1981-82 (3) रु. 1496100 / रु. 2690400

(4) रु. 58220 (5) 28634

23. राजावन्तन बजाज, बर्धा
(1) व्य (2) 1981-82 (3) रु. 2552800
2865400 (4) रु. 97019 (5) रु. 81390
24. श्रीमती मिनाकुमारीदेवी, बर्धा
(1) व्य (2) 1981-82 (3) रु. 099600/रु. 1608800
(4) रु. 34189 (5) रु. 16740
25. श्रीमती मिनाश्रीदेवी, बर्धा
(1) व्य (2) 1981-82 (3) रु. 1302800 / रु.
2082840 (4) रु. 57882 (5) रु. 22833
26. श्री निरंजकुमार बजाज, बर्धा
(1) व्य (2) 1980-81 (3) रु. 3072700 / रु.
3622300 (4) रु. 134865 (5) रु. 107386
27. श्री संजीवन्तन बजाज, बर्धा
(1) व्य (2) 1981-82 (3) रु. 741500 / रु.
1127200 (4) रु. 17566 (5) रु. 8580
28. श्री गोकुलकुमार बजाज, बर्धा
(1) व्य (2) 1980-81 (3) रु. 2432400 / रु.
2951100 (4) रु. 101304 (5) रु. 75371
29. श्री मधुरकुमार बजाज, बर्धा
(1) व्य (2) 1980-81 (3) रु. 2223600 / रु.
2776000 (4) रु. 92458 (5) रु. 64930
30. श्रीमती मुनवेदी जैन, बर्धा
(1) व्य (2) 1980-81 (3) रु. 2090800 / रु.
2187300 (4) रु. 63114 (5) रु. 58288
31. श्रीमती मरणादेवी मोहता, हिंगणघाट
(1) व्य (2) 1981-82 (3) रु. 997056/रु. 1321600
(4) रु. 23398 (5) रु. 13694
32. श्रीमती मूर्धन्यतादेवी मोहता, हिंगणघाट
(1) व्य (2) 1981-82 (3) रु. 846987 / रु.
1210500 (4) रु. 20063 (5) रु. 12890
33. श्रीमती शांतदेवी मोहता, हिंगणघाट
(1) व्य (2) 1981-82 (3) रु. 1018780 / रु.
1266700 (4) रु. 21751 (5) रु. 14376
34. श्री रणछोडदास मोहता, हिंगणघाट
(1) व्य (2) 1981-82 (3) रु. 541461 / रु.
1122200 (4) रु. 174116 (5) रु. 6273
35. श्री विमोदकुमार मोहता, हिंगणघाट
(1) व्य (2) 1981-82 (3) रु. 916270/रु. 1088453
(4) रु. 16403 (5) रु. 11441
36. श्री बालदास मोहता, हिंगणघाट
(1) व्य (2) 1981-82 (3) रु. 4039658/ रु.
1718900 (4) रु. 39697 (5) रु. 14940
37. श्री मधुरकुमार मोहता, हिंगणघाट
(1) व्य (2) 1981-82 (3) रु. 968584/ रु.
1219191 (4) रु. 20347 (5) रु. 11794
38. श्री गिरधरदास मोहता, हिंगणघाट
(1) व्य (2) 1981-82 (3) रु. 857465 / रु.
1607800 (4) रु. 34102 (5) रु. 10900
39. श्री कमलन्तन बजाज, बर्धा
(1) हि (2) 1981-82 (3) रु. 3794300 / रु.
3862200 (4) रु. 166863 (5) रु. 163467
40. श्री निरंजकुमार बजाज, बर्धा
(1) हि (2) 1980-81 (3) रु. 3438600 / रु.
1656700 (4) रु. 56580 (5) रु. 44576
41. श्री गणेशदास मोहता, हिंगणघाट
(1) हि (2) 1981-82 (3) रु. 667000 / रु.
रु. 1045674 (4) रु. 26033 (5) रु. 13761
42. श्री गिरधरदास मोहता, हिंगणघाट
(1) हि (2) 1981-82 (3) रु. 657830 / रु.
1087671 (4) रु. 28133 (5) रु. 11586
43. श्री जगदीशकुमार बजाज कमिली ट्रस्ट, बर्धा
(1) व्य (2) 1981-82 (3) रु. 135600 / रु.
1356100 (4) रु. 40682 (5) रु. 40682
44. श्री मधुरकुमार बजाज ट्रस्ट नं. 1, बर्धा
(1) व्य (2) 1981-82 (3) रु. 2183100 / रु.
2103100 (4) रु. 62905 (5) रु. 62905
45. श्री गोकुल बजाज कमिली ट्रस्ट, बर्धा
(1) व्य (2) 1981-82 (3) रु. 2849900 / रु.
2849900 (4) रु. 96246 (5) रु. 85811
46. श्री बालदास मोहता, हिंगणघाट
(1) हि (2) 1981-82 (3) रु. 902455 / रु.
1306600 (4) रु. 39078 (5) रु. 19010
47. श्रीमती चंदादेवी सराफ, नागपुर
(1) हि (2) 1977-78 (3) रु. 835267 / रु.
2437522 (4) रु. 57067 (5) रु. 12151
48. श्री मुरलीधर सराफ बुमसर
(1) हि (2) 1977-78 (3) रु. 8908800 / रु.
1067170 (4) रु. 23600 (5) रु. 15020
49. श्री तुलसीदास-निम्बूखान, कामटी
(1) व्य (2) 1977-78 (3) निज / रु. 1450800
(4) रु. 24390 (5) निज
50. श्री धर्म एल. धनवटे, नागपुर
(1) व्य (2) 1978-79 (3) निज / रु. 1048831
(4) रु. 14970 (5) निज
51. एल. एल. एल. के. विभाग, नागपुर
(1) व्य (2) 1977-78 (3) निज / रु. 1584092
(2) रु. 29194 (5) निज
52. डॉ. हेमचंद्र स्मारक समिती, नागपुर
(1) व्य (2) 1977-78 (3) निज / रु. 1261866
(4) रु. 20295 (5) निज
53. श्री एम. टी. धनवटे, नागपुर
(1) व्य (2) 1977-78 (3) 739900 / रु.
173202 (4) रु. 32231 (5) रु. 2000
54. श्री राजाजीदास धनवटे, नागपुर
(1) हि (2) 1977-78 (3) रु. 236000/रु. 2103870
(4) रु. 59885 (5) निज
55. श्री राजाजीदास धनवटे, नागपुर
(1) व्य (2) 1977-78 (3) रु. 538200 / रु.
1482680 (4) रु. 25817 (5) रु. 559
56. श्री मधुरकुमार बजाज, बर्धा
(1) व्य (2) 1981-82 (3) रु. 4868600 / रु.
5671500 (4) रु. 233335 (5) रु. 197081
57. श्री राजाजीदास पुरमल हेडा धनवटे
(1) हि (2) 1981-82 (3) रु. 10152581/
रु. 1015300 (4) 23503 (5) रु. 23503
58. श्रीमती. पद्माबाई एम. कोटारी नांदुरा
(1) व्य (2) 1981-82 (3) रु. 1228309 / रु.
1448920 (4) रु. 26424 (5) रु. 26424

(Office of the Commissioner of Income-tax)

Nagpur, the 30th September, 1982

S.O. 4096.—Following is the list of persons who have been assessed to net wealth over Rs. 10 lakhs during the financial year 1981-82 Indicating (i) Status 'I' for Individuals and 'H' for HUFs, 'AOP' for Association of Persons and 'A' for Trusts, (ii) Assessment Year, (iii) for wealth returned/wealth assessed, (iv) for tax payable by the assesses, (v) Tax paid by the assesses :—

1. Smt. Varshaben P. Patel, Gondia
(i) I (ii) 1981-82 (iii) 13,23,844/Rs. 15,33,780
(iv) Rs. 28,990 (v) Rs. 28,990.
2. Smt. Rupkumari G. Daga, Nagpur,
(i) I (ii) 1981-82 (iii) Rs. 10,15,200/Rs. 10,15,226
(iv) Rs. 13,792 (v) Rs. 13,792.
3. Smt. Indirabai Buty, Sitabuldi, Nagpur,
(i) I (ii) 1977-78 (iii) Rs. 673,082/Rs. 11,05,563
(iv) Rs. 15,930 (v) Rs. 15,930.
4. Smt. Indirabai Buty, Sitabuldi, Nagpur,
(i) I (ii) 1978-79 (iii) Rs. 8,29,375/Rs. 11,90,250
(iv) Rs. 18,510 (v) Rs. 18,510.
5. Smt. Indirabai Buty, Sitabuldi, Nagpur,
(i) I (ii) 1979-80 (iii) Rs. 8,56,900/Rs. 11,14,708
(iv) Rs. 16,620 (v) Rs. 16,620.
6. Smt. Indirabai Buty, Sitabuldi, Nagpur,
(i) I (ii) 1980-81 (iii) Rs. 11,53,433/Rs. 11,93,863
(iv) Rs. 19,570 (v) Rs. 19,570.
7. Smt. Indirabai Buty, Sitabuldi, Nagpur,
(i) I (ii) 1981-82 (iii) Rs. 10,55,036/Rs. 10,98,350
(iv) Rs. 16,680 (v) Rs. 16,680.
8. Shri E. C. Eduljee, Mount Road, Nagpur,
(i) I (ii) 1981-82 (iii) Rs. 12,36,155/Rs. 12,57,020
(iv) Rs. 20,835 (v) Rs. 20,835.
9. Shri Sanjivkumar Porwal, Kamptee,
(i) I (ii) 1978-79 (iii) Rs. 5,13,980/Rs. 10,02,900
(iv) Rs. 13,822 (v) Rs. 4,030.
10. Shri Abdullabhai Hasanali, Nagpur,
(i) I (ii) 1980-81 (iii) Rs. 17,23,568/Rs. 13,68,400
(iv) Rs. 24,802 (v) Rs. 38,020.
11. Asagharali Hasanali, Nagpur,
(i) I (ii) 1980-81 (iii) Rs. 16,60,500/Rs. 13,29,300
(iv) Rs. 23,629 (v) Rs. 30,775.
12. Smt. Laxmidevi Agrawal, Kamptee,
(i) I (ii) 1981-82 (iii) Rs. 6,29,430/Rs. 10,39,227
(iv) Rs. 14,928 (v) Rs. 14,928.
13. Laxminarayan Deosthan Trust, Wardha,
(iv) AOP (ii) 1980-81 (iii) Rs. 16,39,600/Rs. 15,75,682
(iv) Rs. 32,530 (v) Rs. 32,530.
14. Laxminarayana Deosthan Trust, Wardha,
(i) AOP (ii) 1979-80 (iii) Rs. 15,45,100/Rs. 14,68,600
(iv) Rs. 25,465 (v) Rs. 25,465.
15. Smt. Umadevi Agarwal, Wardha,
(i) (ii) 1980-81 (iii) Rs. 16,76,800/Rs. 21,63,200
(iv) Rs. 61,915 (v) Rs. 37,590.
16. Smt. Madalsadevi Agarwal, Wardha,
(i) I (ii) 1981-82 (iii) Rs. 24,31,300/Rs. 29,00,400
(iv) Rs. 98,771 (v) Rs. 75,315.
17. Smt. Jankidevi Bajaj, Wardha,
(i) I (ii) 1980-81 (iii) Rs. 10,76,634/Rs. 15,54,300
(iv) Rs. 31,467 (v) Rs. 16,049.
18. Smt. Vimaladevi Bajaj, Wardha,
(i) I (ii) 1980-81 (iii) Rs. 18,32,300/Rs. 19,33,100
(iv) Rs. 50,405 (v) Rs. 45,366.
19. Smt. Kirandevi Bajaj, Wardha,
(i) I (ii) 1980-81 (iii) Rs. 11,29,200/Rs. 12,64,100
(iv) Rs. 21,672 (v) Rs. 14,628.
20. Smt. Kirandevi Bajaj, Wardha,
(i) I (ii) 1981-82 (iii) Rs. 14,62,900/Rs. 18,02,800
(iv) Rs. 43,888 (v) Rs. 27,639.
21. Smt. Kumud Bajaj, Wardha,
(i) I (ii) 1980-81 (iii) Rs. 10,27,100/Rs. 13,18,800
(iv) Rs. 23,315 (v) Rs. 14,561.
22. Smt. Kumud Bajaj, Wardha,
(i) I (ii) 1981-82 (iii) Rs. 14,96,100/Rs. 20,89,400
(iv) Rs. 58,220 (v) Rs. 28,634.
23. Shri Rajivnayan Bajaj, Wardha,
(i) I (ii) 1981-82 (iii) Rs. 25,52,800/Rs. 28,65,400
(iv) Rs. 97,019 (v) Rs. 81,390.
24. Smt. Minakshidevi, Wardha,
(i) I (ii) 1980-81 (iii) Rs. 10,99,600/Rs. 16,08,800
(iv) Rs. 34,189 (v) Rs. 16,740.
25. Smt. Minakshidevi, Wardha,
(i) I (ii) 1981-82 (iii) Rs. 13,02,800/Rs. 20,82,640
(iv) Rs. 57,882 (v) Rs. 22,833.
26. Shri Nirajkumar Bajaj, Wardha,
(i) I (ii) 1980-81 (iii) Rs. 30,72,700/Rs. 36,22,300
(iv) Rs. 1,34,865 (v) Rs. 1,07,386.
27. Shri Sanjivnayan Bajaj, Wardha,
(i) I (ii) 1981-82 (iii) Rs. 7,41,500/Rs. 11,27,200
(iv) Rs. 17,566 (v) Rs. 8,580.
28. Shri Shekharkumar Bajaj, Wardha,
(i) I (ii) 1980-81 (iii) Rs. 24,32,400/Rs. 29,51,100
(iv) Rs. 1,01,304 (v) Rs. 75,371.
29. Shri Madhukumar Bajaj, Wardha,
(i) I (ii) 1980-81 (iii) Rs. 22,23,600/Rs. 27,76,000
(iv) Rs. 92,458 (v) Rs. 64,930.
30. Smt. Sumandevi Jain, Wardha,
(i) I (ii) 1980-81 (iii) Rs. 20,90,800/Rs. 21,87,300
(iv) Rs. 63,114 (v) Rs. 58,286.
31. Smt. Saraladevi Mohata, Hinganghat,
(i) I (ii) 1981-82 (iii) Rs. 9,97,056/Rs. 13,21,600
(iv) Rs. 23,398 (v) Rs. 13,694.
32. Smt. Suryakantadevi Mohata, Hinganghat,
(i) I (ii) 1981-82 (iii) Rs. 8,46,987/Rs. 12,10,500
(iv) Rs. 20,063 (v) Rs. 12,690.
33. Smt. Shantadevi Mohata, Hinganghat,
(i) I (ii) 1981-82 (iii) Rs. 10,18,780/Rs. 12,66,700
(iv) Rs. 21,751 (v) Rs. 14,376.
34. Shri Ranchhoddas Mohata, Hinganghat,
(i) I (ii) 1981-82 (iii) Rs. 6,41,461/Rs. 11,22,200
(iv) Rs. 7,74,116 (v) Rs. 6,273.
35. Shri Vinodkumar Mohata, Hinganghat,
(i) I (ii) 1981-82 (iii) Rs. 9,16,270/Rs. 10,88,453
(iv) Rs. 16,403 (v) Rs. 11,441.
36. Shri Gwalidas Mohata, Hinganghat,
(i) I (ii) 1981-82 (iii) Rs. 10,39,655/Rs. 17,18,900
(iv) Rs. 39,697 (v) Rs. 14,940.
37. Shri Arunkumar Mohata, Hinganghat,
(i) I (ii) 1981-82 Rs. 9,68,584/Rs. 12,19,191
(iv) Rs. 20,347 (v) Rs. 11,794.
38. Shri Girdhardas Mohata, Hinganghat,
(i) I (ii) 1981-82 (iii) Rs. 8,57,465/Rs. 16,07,800
(iv) Rs. 34,102 (v) Rs. 10,900.
39. Shri Kamalnayan Bajaj, Wardha,
(i) H (ii) 1981-82 (iii) Rs. 37,94,300/Rs. 38,62,200
(iv) Rs. 1,66,863 (v) Rs. 1,63,467.
40. Shri Nirajkumar Bajaj, Wardha,
(i) H (ii) 1980-81 (iii) Rs. 14,16,600/Rs. 16,56,700
(iv) Rs. 56,580 (v) Rs. 44,576.
41. Shri Ranchhoddas Mohata, Hinganghat,
(i) H (ii) 1981-82 (iii) Rs. 6,67,000/Rs. 10,45,674
(iv) Rs. 26,033 (v) Rs. 13,761.

42. Shri Girdhardas Mohata, Hinganghat,
(i) H (ii) 1981-82 (iii) Rs. 6,57,830/Rs. 10,87,671
(iv) Rs. 28,133 (v) Rs. 11,566.
43. Shri Shaashikumar Bajaj Family Trust, Wardha,
(i) T (ii) 1981-82 (iii) Rs. 13,56,100/Rs. 13,56,100
(iv) Rs. 40,662 (v) Rs. 40,682.
44. Shri Madhukumar Bajaj Trust No. 1, Wardha,
(i) T (ii) 1981-82 (iii) Rs. 21,83,100/Rs. 21,83,100
(iv) Rs. 62,905 (v) Rs. 62,905.
45. Shri Shekhar Bajaj Family Trust, Wardha,
(i) T (ii) 1981-82 (iii) Rs. 28,49,900/Rs. 28,49,900
(iv) Rs. 96,246 (v) Rs. 85,811.
46. Shri Gwaldas Mohata, Hinganghat,
(i) H (ii) 1981-82 (iii) Rs. 9,02,455/Rs. 13,06,600
(iv) Rs. 39,078 (v) Rs. 19,010.
47. Smt. Chandamdevi Saraf, Nagpur,
(i) I (ii) Rs. 77-78 (iii) Rs. 8,35,267/Rs. 24,37,522
(iv) Rs. 57,067 (v) Rs. 12,151.
48. Shri Murlidhar Saraf, Tumsar,
(i) H (ii) 1977-78 (iii) Rs. 8,90,800/Rs. 10,67,170
(iv) 23,600 (v) Rs. 15,020.
49. Shri Nawabkhan Sibbukhan, Kamptee,
(i) I (ii) 1977-78 (iii) Nil/Rs. 14,50,000 (iv)
Rs. 24,390 (v) Nil.
50. Shri Amrut S. Dhanwatey, Nagpur,
(i) I (ii) 1978-79 (iii) Nil/Rs. 10,48,831 (iv)
Rs. 14,970 (v) Nil.
51. R.S.S. Kendriya Aartha Vibhag, Nagpur,
(i) I (ii) 1977-78 (iii) Nil/Rs. 15,84,092 (iv) Rs.
29,194 (v) Nil.
52. Hedgewar Smarak Samiti, Nagpur,
(i) I (ii) 1977-78 (iii) Nil/Rs. 12,61,866 (iv)
Rs. 20,295 (v) Nil.
53. Shri M. D. Dhanwatey, Nagpur,
(i) I (ii) 1977-78 (iii) Rs. 7,39,900/Rs. 17,03,202
(iv) Rs. 32,231 (v) Rs. 2000.
54. Shri Shivajirao V. Dhanwatey, Nagpur
(i) H (ii) 1977-78 (iii) Rs. 2,36,000/Rs. 21,03,870
(iv) 59,885 (v) Nil.
55. Shri Shivajirao V. Dhanwatey, Nagpur,
(i) I (ii) 1977-78 (iii) Rs. 5,38,200/Rs. 14,82,680
(iv) Rs. 25,817 (v) Rs. 559.
56. Shri Madhukumar Bajaj, Wardha,
(i) I (ii) 1981-82 (iii) Rs. 48,66,600/Rs. 56,71,500
(iv) Rs. 2,33,335 (v) Rs. 1,97,081.
57. Shri Radhavallabha Puranmalji Heda, Arravati
(i) 'H' (ii) 1981-82. (iii) Rs. 10,15,258/Rs. 10,15,300 (iv)
Rs. 23,503 (v) Rs. 23,503
58. Smt. Panabai S. Kothari, Nandura
(i) I (ii) 1981-82 (iii) Rs. 12,28,309/Rs. 14,48,920 (iv)
Rs. 26,424 (v) Rs. 26,424
- [F. No. Tech. & PR/287/42-A/82-83]
- का० अ० 4097:—सीधे उन व्यक्तियों की सूची दी जा रही है जिस पर
विरलेख वर्ष 1981-82 के दौरान रु० 5000/- से कम की शक्ति
महो लमायी गयी थी। (1) व्यक्तियों के लिये "व्य", हिन्दू धर्मधर्मा
कुटुम्ब के लिये "हि", पंजीकृत फर्म के लिये "फ", अगजीकृत फर्म
के लिये "आफ" कम्पनी के लिये "क" तथा महकारी समिति के लिये
"समिति", व्यक्तियों के समुदाय के लिये "व्यसमु" (2) निष्कारण वर्ष
(3) शक्ति की राशि (4) धारा जिसके अन्तर्गत शक्ति लमायी गयी,
दर्शाया है।
1. मैसर्स बी० एम० बामले, काटन सर्वन्ट (प्र०) लिमिटेड, नागपुर
(1) रु० (2) 1977-78 (3) रु० 13,910 (4) 271
(1) ए
2. श्री रामचन्द्र धमवाल, कामठी
(1) हि (2) 1969-70 (3) रु० 5,620 (4) 18
(1) ए
3. श्री मोहम्मद याकूब, हसपुरी, नागपुर
(1) व्य (?) 1979-80 (3) रु० 16,010 (4) 271
(1) (सी०)
4. श्री मो० याकूब, हसपुरी, नागपुर
(1) व्य (2) 1980-81 (3) रु० 11,166 (4) 271
(1) सी
5. हिंगणघाट लालका एस० क० बी० समिति लिमिटेड, हिंगणघाट
(1) व्यकेस (2) 1976-77 (3) रु० 5,764 (4)
273 (सी)
6. हिंगणघाट लालका एस० क० बी० समिति लिमिटेड, हिंगणघाट
(1) व्यकेस (2) 1976-77 (3) रु० 26,132 (4)
271 (1) ए
7. मैसर्स घनील ट्रेडिंग कम्पनी, नागपुर
(1) फ (2) 1976-77 (3) रु० 7,205 (4) 271
(1) सी
8. मैसर्स घनील ट्रेडिंग कम्पनी, नागपुर
(1) फ (2) 1977-78 (3) रु० 5,205 (4) 271
(1) सी
9. मैसर्स बिपुल ट्रेडिंग कारपोरेशन, नागपुर
(1) फ (2) 1975-76 (3) रु० 10,600 (4) 271
(1) सी
10. मैसर्स बिपुल ट्रेडिंग कारपोरेशन, नागपुर।
(1) फ (2) 1976-77 (3) रु० 6,973 (4) 271
(1) सी
11. मैसर्स पी० देसाई एण्ड कम्पनी, नागपुर
(1) फ (?) 1975-76 (3) रु० 8,200 (4) 271
(1) सी
12. मैसर्स महाराष्ट्र स्टील रोलिंग मिल्स, नागपुर
(1) फ (2) 1975-76 (3) रु० 55,000 (4) 271
(1) सी
13. मैसर्स महाराष्ट्र स्टील रोलिंग मिल्स, नागपुर
(1) फ (2) 1976-77 (3) रु० 26,000 (4) 271
(1) सी
14. श्री सुरेश कुमार एम० साहू, नागपुर
(1) व्य (2) 1976-77 (3) रु० 5,214 (4) 271
(1) सी
15. श्री सुरेश कुमार एम० साहू, नागपुर
(1) मव्य (2) 1977-78 (3) रु० 28,634 (4) 271
(1) सी
16. मैसर्स विदमं बाइन्स एण्ड बीजनेस डिस्ट्रीब्यूटर्स, नागपुर
(1) फ (?) 1975-76 (3) रु० 36,600 (4) 271
(1) सी
17. मैसर्स विदमं बाइन्स एण्ड बीजनेस डिस्ट्रीब्यूटर्स, नागपुर
(1) फ (2) 1976-77 (3) रु० 30,276 (4)
271 (1) सी
18. मैसर्स घनील ट्रेडिंग कम्पनी, नागपुर
(1) फ (2) 1978-79 (3) रु० 6,650 (4) 271
(1) सी
19. श्री सुरेश बी० जैसवाल, नागपुर
(1) व्य (2) 1978-79 (3) रु० 11,024 (4) 271
(1) सी

20. श्री सुरेश बी० जैसवाल, नागपुर
(1) व्य (2) 1979-80 (3) रु० 11,742 (4) 271
(1) (सी)
21. श्री सुरेश बी० जैसवाल, नागपुर
(1) व्य (2) 1980-81 (3) रु० 11,885 (4) 271
(1) (सी)
22. श्री सुरेश बी० जैसवाल, नागपुर
(1) व्य (2) 1981-82 (3) रु० 11,776 (4) 271
(1) (सी)
23. श्री रविन्द्र बी० जैसवाल, नागपुर
(1) व्य (2) 1978-79 (3) रु० 9,730 (4) 271
(1) (सी)
24. श्री रविन्द्र बी० जैसवाल, नागपुर
(1) व्य (2) 1978-79 (3) रु० 5,640 (4) 271
(1) (सी)
25. श्री रविन्द्र बी० जैसवाल, नागपुर
(1) व्य (2) 1979-80 (3) रु० 10,102 (4) 271
(1) (सी)
26. श्री रविन्द्र बी० जैसवाल, नागपुर
(1) व्य (2) 1980-81 (3) रु० 10,820 (4) 271
(1) (सी)
27. श्री रविन्द्र बी० जैसवाल, नागपुर
(1) व्य (2) 1981-82 (3) रु० 9,995 (4) 271
(1) (सी)
28. श्री नन्दलाल बी० जैसवाल, नागपुर
(1) व्य (2) 1978-79 (3) रु० 10,200 (4) 271
(1) (सी)
29. श्री नन्दलाल बी० जैसवाल, नागपुर
(1) व्य (2) 1978-79 (3) रु० 5,806 (4) 271
(1) (ए)
30. श्री नन्दलाल बी० जैसवाल, नागपुर
(1) व्य (2) 1979-80 (3) रु० 10,780 (4) 271
(1) (सी)
31. श्री नन्दलाल बी० जैसवाल, नागपुर
(1) व्य (2) 1980-81 (3) रु० 11,762 (4) 271
(1) (सी)
32. सैयस प्रकाश प्रताप एस० देशमुख, मेहकर
(1) व्यकेस (2) 1972-73 (3) रु० 17,790 (4) 271
(1) (ए)
33. सैयस प्रकाश प्रताप एस० देशमुख, मेहकर
(1) व्यकेस (2) 1973-74 (3) रु० 15,444 (4) 271
(1) (सी)
2. Shri Ramohandia Agarwal, Kamptee
(i) H (ii) 1969-70 (iii) Rs. 5,620 (iv) 18 (1) (a)
3. Shri Mohd. Yakub, Hansapuri, Nagpur
(i) I (ii) 1979-80 (iii) 16,010 (iv) 271 (1) (c)
4. Shri Mohd. Yakub, Hansapuri, Nagpur
(i) I (ii) 1980-81 (iii) Rs. 11,166 (iv) 271 (1) (c)
5. Hinganghat Taluka S.K.V. Samiti Ltd., Hinganghat
(i) AOP (ii) 1976-77 (iii) Rs. 5,764 (iv) 273 (b)
6. Hinganghat Taluka S.K.V. Samiti Ltd., Hinganghat
(i) AOP (ii) 1976-77 (iii) Rs. 26,132 (iv) 271 (1) (a)
7. M/s. Anil Trading Co., Nagpur
(i) RF (ii) 1976-77 (iii) Rs. 7,205 (iv) 271 (1)(o)
8. M/s. Anil Trading Co., Nagpur
(i) RF (ii) 1977-78 (iii) Rs. 5,205 (iv) 271 (1) (c)
9. M/s. Vipul Trading Corporation, Nagpur
(i) RF (ii) 1975-76 (iii) Rs. 10,600 (iv) 271 (1) (c)
10. M/s. Vipul Trading Corporation, Nagpur
(i) RF (ii) 1976-77 (iii) Rs. 6,973 (iv) 271 (1) (c)
11. M/s. P. Desai and Co., Nagpur
(i) RF (ii) 1975-76 (iii) Rs. 8,200 (iv) 271 (1)(c)
12. M/s. Maharashtra Steel Rolling Mills, Nagpur
(i) RF (ii) 1975-76 (iii) Rs. 55,000 (iv) 271 (1) (c)
13. M/s. Maharashtra Steel Rolling Mills, Nagpur
(i) RF (ii) 1976-77 (iii) Rs. 26,000 (iv) 271 (1) (c)
14. Shri Sureshkumar M. Sahu, Nagpur
(i) I (ii) 1976-77 (iii) Rs. 5,214 (iv) 271 (1) (c)
15. Shri Sureshkumar M. Sahu, Nagpur
(i) I (ii) 1977-78 (iii) Rs. 28,634 (iv) 271 (1) (c)
16. M/s. Vidarbha Wines and Beverages Distributors, Nagpur
(i) RF (ii) 1975-76 (iii) Rs. 36,600 (iv) 271 (1) (c)
17. M/s. Vidarbha Wines and Beverages Distributors, Nagpur
(i) RF (ii) 1976-77 (iii) Rs. 30,276 (iv) 271 (1) (c)
18. M/s. Anil Trading Co. Nagpur
(i) RF (ii) 1978-79 (iii) Rs. 6,650 (iv) 271 (1) (c)
19. Shri Suresh B. Jaiswal, Nagpur
(i) I (ii) 1978-79 (iii) Rs. 14,024 (iv) 271 (1) (c)
20. Shri Suresh B. Jaiswal, Nagpur
(i) I (ii) 1979-80 (iii) Rs. 11,742 (iv) 271 (1) (c)
21. Shri Suresh B. Jaiswal, Nagpur
(i) I (ii) 1980-81 (iii) Rs. 11,885 (iv) 271 (1) (c)
22. Shri Suresh B. Jaiswal, Nagpur
(i) I (ii) 1981-82 (iii) Rs. 11,770 (iv) 271 (1)(c)
23. Shri Ravindra B. Jaiswal, Nagpur
(i) I (ii) 1978-79 (iii) Rs. 9,730 (iv) 271 (1) (c)
24. Shri Ravindra B. Jaiswal, Nagpur
(i) I (ii) 1978-79 (iii) Rs. 5,640 (iv) 271 (1) (c)
25. Shri Ravindra B. Jaiswal, Nagpur
(i) I (ii) 1979-80 (iii) Rs. 10,102 (iv) 271 (1) (c)
26. Shri Ravindra B. Jaiswal, Nagpur
(i) I (ii) 1980-81 (iii) Rs. 10,820 (iv) 271 (1) (c)
27. Shri Ravindra B. Jaiswal, Nagpur
(i) I (ii) 1981-82 (iii) Rs. 9,995 (iv) 271 (1) (c)
28. Shri Nandlal B. Jaiswal, Nagpur
(i) I (ii) 1978-79 (iii) Rs. 10,200 (iv) 271 (1) (c)
29. Shri Nandlal B. Jaiswal, Nagpur
(i) I (ii) 1978-79 (iii) Rs. 5,806 (iv) 271 (1) (a)

[फा० सं० तक ब जसम्प / 287 / 42 - ए / 82-83]

S.O. 4097.—Following is the list of persons on whom penalty not less than Rs. 5,000 was imposed during the financial year 1981-82 (i) indicating Status 'I' for Individual, 'H' for Hindu Undivided Families, 'RF' for Registered Firms, 'URE' for Unregistered Firms, 'Co' for Companies and 'STY' for Co-operative Society, 'AOP' for Association of Persons, (ii) for Assessment Year (iii) Amount of Penalty (iv) Section under which penalty was imposed :

1. M/s. D. M. Dambale Cotton Merchant (P) Ltd., Nagpur
(i) Co (ii) 1977-78 (iii) Rs. 13,810 (iv) 271 (1) (a)

30. Shri Nandlal B. Jaiswal, Nagpur
(i) I (ii) 1979-80 (iii) Rs. 10,780 (iv) 271 (1) (c)
31. Shri Nandlal B. Jaiswal, Nagpur
(i) I (ii) 1980-81 (iii) Rs. 11,762 (iv) 271 (1) (c)
32. M/s. Prakash Pratap S. Deshmukh, Mehkar
(i) AOP (ii) 1972-73 (iii) Rs. 17,790 (iv) 271 (1) (a)
33. M/s. Prakash Pratap S. Deshmukh, Mehkar
(i) AOP (ii) 1973-74 (iii) Rs. 15,444 (iv) 271 (1) (a)

[F. No. Tech. & PR/287/42-A/82-83]

कांजा० ४०९८.—वित्तीय वर्ष १९८१-८२ के दौरान नीचे अनुसूची-१ में दत्त निर्धारितियों के नाम तथा आय-विवरण को सूची-बंद कर रखा है।
प्रधान व्यक्ति तथा हिन्दू व्यवसाय कर्तृत्वों जिनका २ लाख से अधिक आय पर निर्धारण किया गया हो, तथा अनुसूची-१ में "कर्म" "व्यक्ति" तथा कम्पनी जिनका १० लाख से अधिक आय पर निर्धारण किया गया हो : (i) ईसिवत-व्यक्तियों के लिये "व्य" हिन्दू व्यवसाय कर्तृत्व के लिये "व्यव" पञ्जीकृत कर्म के लिये "कर्म" व्यक्तियों के लिये "व्यव", कम्पनी के लिये "क" (ii) को निर्धारण वर्ष (iii) को विवरण में दर्शाई आय (iv) का निर्धारण कर रखा है, (v) को देव कर (vi) निर्धारित द्वारा प्रकाशित किया कर दर्शाता है।

अनुसूची-१

- श्री अनुसूची आई इन्दुन घाली, नागपुर
(i) व्य (ii) 1980-81 (iii) रु० 4,61,210 (iv) रु० 4,78,344 (v) रु० 3,79,304 (vi) रु० 3,07,641
- श्री प्रकाश प्रताप स. देशमुख, मेहकार, एम० ए०
(i) व्य (ii) 1980-81 (iii) रु० 4,33,520 (iv) रु० 4,50,650 (v) रु० 2,99,508 (vi) रु० 2,88,000
- श्री सुरेश कुमार एम० साहू, नागपुर
(i) व्य (ii) 1980-81 (iii) रु० 3,05,060 (iv) रु० 3,20,990 (v) रु० 2,06,154 (vi) रु० 2,06,154
- श्री सुरेश कुमार एम० साहू, नागपुर
(i) व्य (ii) 1981-82 (iii) रु० 3,54,630 (iv) रु० 3,59,780 (v) रु० 2,14,575 (vi) रु० 2,06,582
- श्री सतीश कुमार एम० साहू, नागपुर
(i) व्य (ii) 1980-81 (iii) 3,06,160 (iv) रु० 3,08,568 (v) रु० 1,97,210 (vi) रु० 1,94,906
- श्री सतीश कुमार एम० साहू, नागपुर
(i) व्य (ii) 1981-82 (iii) रु० 3,30,720 (iv) रु० 3,33,124 (v) रु० 1,96,980 (vi) रु० 1,96,980
- श्री इंदु मोहन शर्मा, बागदगंज, नागपुर
(i) व्य (ii) 1980-81 (iii) रु० 60,300 (iv) रु० 2,12,250 (v) रु० 1,22,443 (vi) रु० 1,22,443
- श्री आलकाश मोहता, बागदगंज, नागपुर
(i) व्य (ii) 1981-82 (iii) रु० 1,92,795 (iv) रु० 2,24,225 (v) रु० 1,00,825 (vi) रु० 1,00,825
- श्री अशोकदास पुरोहित, बाट रोड, नागपुर
(i) व्य (ii) 1979-80 (iii) रु० 2,21,000 (iv) रु० 3,70,350 (v) रु० 2,31,621 (vi) रु० 1,98,570
- श्री अशोकदास पुरोहित, बाट रोड, नागपुर
(i) व्य (ii) 1973-80 (iii) रु० 1,71,584 (iv) रु० 3,38,562 (v) रु० 2,08,306 (vi) रु० 1,84,000
- श्री मारोतराज शी० अन्वटे, नागपुर
(i) व्य (ii) 1974-75 (iii) रु० 3,23,756 (iv) रु० 3,23,756 (v) रु० 2,88,574 (vi) रु० 925

अनुसूची-२

- श्री० पी० एम० धा० कां विमि० काटोल रोड, नागपुर
(i) क (ii) 1979-80 (iii) रु० 2,61,740 (iv) रु० 15,08,730 (v) रु० 11,07,447 (vi) रु० 11,07,447
- श्री० मंगलजी धार इण्डिया लिमि० माउंट रोड, नागपुर
(i) क (ii) 1979-80 (iii) रु० 2,43,06,670 (iv) रु० 2,63,68,660 (v) रु० 1,52,25,324 (vi) रु० 1,40,36,379
- श्री० बलरामपुर इंडस्ट्रीज लिमि०, नई दिल्ली
(i) क (ii) 1979-80 (iii) रु० 9,68,92,020 (iv) रु० 9,98,71,150 (v) रु० 5,76,75,588 (vi) रु० 5,76,75,588
- श्री० बलरामपुर इंडस्ट्रीज लिमि०, नई दिल्ली
(i) क (ii) 1980-81 (iii) रु० 11,55,69,690 (iv) रु० 12,24,30,444 (v) रु० 7,23,69,434 (vi) रु० 7,23,69,434
- श्री० मंगलजी धार इण्डिया लिमि०, माउंट रोड, नागपुर
(i) क (ii) 1980-81 (iii) रु० 10,93,135 (iv) रु० 11,38,560 (v) रु० 3,11,104 (vi) रु० 2,98,025
- श्री० मंगलजी धार इण्डिया लिमि०, माउंट रोड, नागपुर
(i) क (ii) 1978-79 (iii) रु० 1,93,32,630 (iv) रु० 1,10,73,896 (vi) रु० 30,00,000
- श्री० मंगलजी धार इण्डिया लिमि०, माउंट रोड, नागपुर
(i) क (ii) 1979-80 (iii) रु० 10,58,131 (iv) रु० 10,60,093 (v) रु० 2,76,485 (vi) रु० 2,76,485
- श्री० मंगलजी धार इण्डिया लिमि०, माउंट रोड, नागपुर
(i) क (ii) 1960-61 (iii) रु० 1,03,962 (iv) रु० 10,23,521 (v) रु० 1,75,076 (vi) रु० 1,75,076

[फा० सं० तक०, व सं० २८७/४२-ए/८२-८३]

श्री० धा० कां विमि० काटोल रोड, नागपुर

S.O. 4098.—Following is the list of the names and other particulars of the assesses namely Individuals and HUFs assessed on an income over Rs. 2 lakhs in Schedule I, and Firms, A.O.P. and Companies assessed on an income over Rs. 10 lakhs in Schedule II, during the financial year 1981-82; (i) Indicates status 'I' for Individuals, 'H' for Hindi Undivided Families, 'RF' for Registered Firms, 'AOP' for Association of Persons and 'Co' for Companies (ii) for assessment year (iii) for Income Returned, (iv) for income assessed (v) for tax payable, (vi) for tax paid by the assessee;

SCHEDULE I

- Shri Abdullahhai Hasanali, Nagpur
(i) I (ii) 1980-81 (iii) Rs. 4,61,210 (iv) Rs. 4,78,344 (v) Rs. 3,79,304 (vi) Rs. 3,07,641
- Shri Asgarali Hasanali, P/o M/s. Abdulhussain M. Alabuzji, Nagpur.
(i) I (ii) 1980-81 (iii) Rs. 4,33,520 (iv) Rs. 4,50,650 (v) Rs. 1,97,210 (vi) Rs. 1,94,906.
- Shri Sureshkumar M. Sahu, Nagpur.
(i) I (ii) 1980-81 (iii) Rs. 3,05,060 (iv) Rs. 3,20,990 (v) Rs. 2,06,154 (vi) Rs. 2,06,154
- Shri Sureshkumar M. Sahu, Nagpur.
(i) I (ii) 1981-82 (iii) Rs. 3,54,630 (iv) Rs. 3,59,780 (v) Rs. 2,14,575 (vi) Rs. 2,06,582.
- Shri Satishkumar M. Sahu, Nagpur,
(i) I (ii) 1980-81 (iii) Rs. 3,06,160 (iv) Rs. 3,08,568 (v) Rs. 1,97,210 (vi) Rs. 1,94,906.
- Shri Satishkumar M. Sahu, Nagpur.
(i) I (ii) 1981-82 (iii) Rs. 3,30,720 (iv) Rs. 3,33,124 (v) Rs. 1,97,210 (vi) Rs. 1,94,906.
- Shri Inder Mohan Sharma, Bagadganj, Nagpur.
(i) I (ii) 1980-81 (iii) Rs. 60,300 (iv) Rs. 2,12,250 (v) Rs. 1,22,443 (vi) Rs. 1,22,443.

8. Shri Gwaldas Mohata, Hunganghat.
(i) I (ii) 1981-82 (iii) Rs. 1,92,795 (iv) Rs. 2,24,225
(v) Rs. 1,00,825 (vi) Rs. 1,00,825.
9. Shri Bhagwandas Purohit, Ghat Road, Nagpur.
(i) I (ii) 1979-80 (iii) Rs. 2,21,000 (iv) 3,70,350 (v) Rs. 2,31,621 (vi) Rs. 1,98,570.
10. Shri Banwarilal Purohit, Ghat Road, Nagpur.
(i) I (ii) 1979-80 (iii) Rs. 1,71,584 (iv) Rs. 3,36,562
(v) Rs. 2,08,306 (vi) Rs. 1,84,000.
11. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
12. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
13. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
14. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
15. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
16. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
17. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
18. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
19. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
20. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
21. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
22. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
23. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
24. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
25. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
26. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
27. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
28. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
29. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
30. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
31. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
32. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
33. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
34. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
35. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
36. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
37. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
38. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
39. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
40. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
41. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
42. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
43. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
44. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
45. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
46. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
47. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
48. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
49. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
50. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
51. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
52. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
53. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
54. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
55. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
56. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
57. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
58. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
59. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
60. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
61. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
62. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
63. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
64. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
65. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
66. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
67. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
68. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
69. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
70. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
71. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
72. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
73. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
74. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
75. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
79. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
92. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
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(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
98. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
99. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.
100. Shri Marotrao D. Dhanwatey, Nagpur.
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.

SCHEDULE II

1. C.P.M.O. Co. Ltd., Katol Road, Nagpur
(i) Co (ii) 1979-80 (iii) Loss Rs. 2,61,740 (iv) Rs. 15,06,730 (v) Rs. 11,07,447 (vi) Nil
2. Manganese Ore India Ltd., Mount Road, Nagpur
(i) Co (ii) 1979-80 (iii) Rs. 2,43,06,670 (iv) Rs. 2,63,66,660 (v) Rs. 1,52,25,324 (vi) Rs. 1,40,36,379
3. Ballarpur Industries Ltd., New Delhi
(i) Co (ii) 1979-80 (iii) Rs. 9,68,92,020 (iv) Rs. 9,98,71,150 (v) Rs. 5,76,75,588 (vi) Rs. 5,76,75,588
4. Ballarpur Industries Ltd., New Delhi
(i) Co (ii) 1980-81 (iii) Rs. 11,55,69,690 (iv) Rs. 12,24,30,444 (v) Rs. 7,23,69,434 (vi) Rs. 7,23,69,434
5. M/s. Abdul Hussain M. Allabuxji, Itwari, Nagpur
(i) RF (ii) 1980-81 (iii) Rs. 10,93,135 (iv) Rs. 11,38,560 (v) Rs. 3,11,104 (vi) Rs. 2,98,025
6. M/s. Ferro Alloys Corporation Ltd., Tumsar
(i) Co (ii) 1978-79 (iii) Nil (iv) Rs. 1,93,32,630 (v) Rs. 1,10,73,896 (vi) Rs. 30,00,000
7. M/s. Haji Latif Gani Kuchhi, Nagpur
(i) RF (ii) 1979-80 (iii) Rs. 10,58,131 (iv) Rs. 10,60,093 (v) Rs. 2,76,485 (vi) Rs. 2,76,485
8. M/s. Ramkrishna Ramnath, Kamptee
(i) RF (ii) 1960-61 (iii) Loss Rs. 1,05,962 (iv) Rs. 10,23,521 (v) Rs. 1,75,076 (vi) Nil

[F. No. Tech. & PR/287/42-A/82-83]

B. J. CHACKO, Commissioner of
Income-tax

नगरिक वृत्त संज्ञासूचक

भारतीय मानक संस्था

नई दिल्ली, 18 नवम्बर, 1982

क्र. सं. 4099 :—समय-समय पर संबोधित भारतीय मानक संस्था (प्रमाणन विभाग) विनियम, 1955 के विनियम, 14 के अन्वये 4 के अनुसार भारतीय मानक संस्था द्वारा प्रविष्टिपत्रित किया जाता है कि लाइसेंस संख्या सीएम/एन-0500727 जिसके अन्तर्गत सीएम/एन-0500727 के लिए दिए गए हैं वह 1982 08 16 से रद्द कर दिया गया है।

अनुसूची

क्रम संख्या और तिथि	लाइसेंसधारी का नाम और पता	रद्द किए गए लाइसेंस के प्रतीक संकेत/प्रक्रिया	संबन्धी भारतीय मानक
(1)	(2)	(3)	(4)
1	सीएम/एन-0500727	मैसर्स सर्वे इन्वेंटीसाइड्स एंड फर्टिलाइजर्स प्राइवेट लिमिटेड, 1A/2, इंडस्ट्रियल एस्टेट, मद्रास-600098	IS : 564-- 1975 डीडीटी डस्टिंग पाव्डर की विनिर्दिष्ट (दूसरा पुनरोक्षण)

[सीएम/एन/55 : 0500727]

ए. पी. बानर्जी, अपर महाप्रबन्धक

MINISTRY OF CIVIL SUPPLIES

INDIAN STANDARDS INSTITUTION

New Delhi, the 18th November, 1982

S.O. 4 9.—In pursuance of rule-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulation 1955, as amended from time to time, the Indian Standards Institution hereby notifies that licence no. CM/L-0500727 particulars of which are given below has been cancelled with effect from Sixteenth august, one thousand nine hundred eightytwo.

SCHEDULE

Sl. Licence No. and date	Name and Address of the licensee	Article/Process covered by the licence cancelled	Relevant Indian Standard
(1)	(2)	(3)	(4)
1. CM/L-0500727 76-02-15	M/s Southern Insecticides & Fertilizers, 1 A /2, Industrial Estate, Ambattur Madras-600098.	DDT DP	IS : 564-- 1975 Specification for DDT Dusting powders (Second Revision)

[CMD /55 : 0500727]

A. P. BANERJI Add. Director General

नई दिल्ली, 27 नवम्बर, 1982

का० भा० 4100.—केन्द्रीय सरकार, संप्रतीक और नाम का (प्रयुक्त प्रयोग निवारण) अधिनियम, 1950 (1950 का 12) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित नियम बनाती है, अर्थात्—

1. संक्षिप्त नाम और प्रारम्भ :—(1) इन नियमों का संक्षिप्त नाम संप्रतीक और नाम का (प्रयुक्त प्रयोग निवारण) नियम, 1982 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. परिभाषाएँ :—इस नियमों में जब तक कि संदर्भ में अन्यथा प्रपक्षित न हो,—

(क) "अधिनियम" से संप्रतीक और नाम का (प्रयुक्त प्रयोग निवारण) अधिनियम, 1950 (1950 का 12) अभिप्रेत है;

(ख) "समिति" से केन्द्रीय सरकार द्वारा नियम 4 के अधीन नियुक्त समिति अभिप्रेत है;

(ग) "पदाभिहित अधिकारी" से केन्द्रीय सरकार द्वारा नियम 3 के अधीन पदाभिहित अधिकारी अभिप्रेत है;

(घ) "प्रनुसूची" से अधिनियम की प्रनुसूची अभिप्रेत है।

3. पदाभिहित अधिकारी की नियुक्ति :—केन्द्रीय सरकार, इन नियमों के प्रयोजनों के लिए किसी अधिकारी को, जो केन्द्रीय सरकार के समूह "क" अधिकारी की पंक्ति से नीचे की पंक्ति का नहीं होगा, पदाभिहित अधिकारी के रूप में पदाभिहित कर सकती है।

4. समिति की नियुक्ति :—केन्द्रीय सरकार, इन नियमों के प्रयोजनों के लिए एक समिति नियुक्त कर सकती है, जिसमें निम्नलिखित होंगे—

(i) केन्द्रीय सरकार का कोई अधिकारी, जो उस सरकार के उस मंत्रालय/विभाग में, जो इस अधिनियम के प्रशासन से प्रशासनिक रूप से संबंधित है संयुक्त सचिव की पंक्ति से नीचे का नहीं होगा। —अध्यक्ष

(ii) विधि, व्यापार और कंपनी कार्य मंत्रालय के विधि कार्य विभाग का कोई अधिकारी। —सदस्य

(iii) गृह मंत्रालय का कोई अधिकारी। —सदस्य

5. समिति के सदस्यों का गृहयोजन :—समिति अपने विवेक पर, विद्यमान/जाती किसी व्यक्ति या किसी व्यक्तियों की किसी संख्या एक समय में को से अधिक नहीं होंगी, अपने सदस्यों के रूप में किसी ऐसे प्रस्तावित प्रायों के प्रस्तावों पर जिसके विचारण के लिए ऐसे व्यक्तियों के विचार समिति द्वारा बहुमतपूर्ण समझे जाते हैं, विचार करने के लिए, सहयोजित कर सकती है।

6. प्रस्तावों से संबंधित प्रक्रिया :—केन्द्रीय सरकार द्वारा किसी राज्य सरकार, स्वायत्त प्राधिकरण या किसी अन्य स्तर से प्राप्त प्रनुसूची में परिवर्धन या परिवर्तन करने वाले किसी प्रस्ताव का पदाभिहित अधिकारी को निवेदित किया जाएगा और वह उसकी जांच करने के पश्चात् तब तक प्रस्ताव को, अर्थात् किसी समय हा, राष्ट्रपति अधिनियमों में वर्गीकृत करने के पश्चात् उचित समिति द्वारा विचार करने के लिए प्रस्तुत करेगा।

7. समिति की सिफारिश :—(1) समिति, पदाभिहित अधिकारी द्वारा प्रस्तुत किए गए प्रस्तावों पर विचार करने के पश्चात् प्रनुसूची में किसी निवेदित प्रस्ताव या प्रायों के प्रस्तावों को सम्मिलित करने की सिफारिश के साथ या या अन्यथा प्रनुसूची में सिफारिश करेगी।

(2) समिति से सिफारिश प्राप्त करने के पश्चात् पदाभिहित अधिकारी उन केन्द्रीय सरकार को प्रस्तुत करेगा जिसका उस पर विनिश्चय शक्ति है।

8. प्रनुसूची में दस्तावेज संप्रतीक और नामों का उपयोग :—किसी भी व्यक्ति किसी व्यापार, वाणिज्य, वाणिज्यिक या वृत्ति के प्रयोजनों या किसी वेबसाइट के नाम में या किसी वाणिज्य चिह्न या विज्ञापन में 1018 GI/82—2

किसी ऐसे नाम या संप्रतीक का जो प्रनुसूची में विनिश्चित है या उसकी किसी मिस्री जुलती नकल का केन्द्रीय सरकार का या सरकार के ऐसे किसी अधिकारी को जो केन्द्रीय सरकार द्वारा इस निमित्त प्राधिकृत किया जाए पूर्व प्रनुसूची के बिना प्रयोग निम्नलिखित मामलों में के सिवाए नहीं करेगा, अर्थात्—

(1) ऐसे धनिकरणों, निकायों या व्यक्तियों द्वारा जिनका वह नाम या संप्रतीक है, उनका उपयोग;

(2) केन्द्रीय सरकार या किसी राज्य सरकार द्वारा जिनका वह नाम या संप्रतीक है उनका उपयोग;

(3) ऐसे व्यक्तियों या संस्थाओं में से किसी के सम्मान में जिनका नाम प्रनुसूची में सम्मिलित है, केन्द्रीय सरकार या राज्य सरकार द्वारा जारी को नई बाक टिकटों, सिक्कों या संस्थागत वस्तुओं का जारी करना;

(4) केन्द्रीय सरकार या राज्य सरकार द्वारा स्थापित नियमों द्वारा प्रनुसूची में सम्मिलित ऐसे व्यक्तियों के नामों का उन प्रादर्शों के प्रसार के लिए, जिनके लिए वे लक्ष्य और ज़िम्मे, उपयोग;

(5) वैज्ञानिक कलात्मक, जीवन संबंधी सांस्कृतिक, शैक्षिक वैज्ञानिक या सहायक प्रयोजनों के लिए किसी भी माध्यम द्वारा रचना प्रस्तुति प्रकाशन, प्रदर्शन या प्रदर्शन केन्द्रीय सरकार की पूर्व प्रनुसूची से और ऐसी प्रतीकों के अधीन रहते हुए जो केन्द्रीय सरकार द्वारा ऐसी प्रनुसूची देते समय अधि-कृत करे।

[संख्या 23(31)-आई० टी०/79]

मोहन लाल आठव, उप सचिव

New Delhi, the 27th November, 1982

S.O. 4100.—In exercise of the powers conferred by section 9 of the Emblems and Names (Prevention of Improper Use) Act, 1950 (12 of 1950), Central Government hereby makes the following rules namely :—

1. Short title and commencement.—(1) These rules may be called the Emblems and Names (Prevention of Improper Use) Rules, 1982.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,—

(a) "Act" means the Emblems and Names (Prevention of Improper Use) Act, 1950 (12 of 1950);

(b) "Committee" means the Committee appointed by the Central Government under rule 4;

(c) "designated officer" means an officer designated by the Central Government under rule 3;

(d) "Schedule" means Schedule to the Act.

3. Appointment of designated officer.—The Central Government may, for purposes of these rules designate an officer who shall not be below the rank of a Group 'A' officer of the Central Government as designated officer.

4. Appointment of Committee.—The Central Government may appoint a Committee for purposes of these rules consisting of,—

(i) an officer of the Central Government not below the rank of a Joint Secretary to the Government of India in the Ministry/Department of that Government which is administratively concerned with the administration of the Act—Chairman;

(ii) an officer of the Ministry of Law, Justice and Company Affairs in the Department of Legal Affairs—Member;

(iii) an officer of the Ministry of Home Affairs—Member.

5. Co-option of Members of the Committee.—The Committee may, at its discretion co-opt any person or persons of eminence/erudition not exceeding two at a time as its members for considering any proposal or classes of proposals for the consideration of which such persons' views are considered valuable by the Committee.

6. Processing of proposals.—Any proposal for making additions or alterations to the Schedule received by the Central Government from any State Government local authority or any other source shall be referred to the designated officer who shall, after examining the same and after classifying the said proposals in appropriate classes wherever possible, submit them for consideration by the Committee.

7. Recommendation of the Committee.—(1) The Committee shall, after considering the proposal submitted by the designated officer, make appropriate recommendations as to the desirability or otherwise of including any particular proposal or classes of proposals in the Schedule.

(2) The designated officer shall, on receipt of the recommendations from the Committee, submit the same to the Central Government whose decision thereon shall be final.

8. Use of emblems and names contained in the Schedule.—No person shall use or continue to use, for the purpose of any trade, business, calling or profession, or in the title of any patent, or in any trademark or design, any name or emblem specified in the Schedule or any colourable imitation thereof without the previous permission of the Central Government or of such officer of Government as may be authorised in this behalf by the Central Government except in the following cases namely:—

- (1) The use thereof by the agencies, bodies or persons to whom the name or emblem belongs;
- (2) The use thereof by the Central Government or any State Government to whom the name or emblem belongs;
- (3) Issue of postal stamps, coins or other commemorative items brought out by the Central Government or a State Government in honour of any of the persons or institutions whose names are included in the Schedule;
- (4) The use of the names of persons included in the Schedule by bodies set up by the Central Government or State Government for propagation of the ideals for which they stood and lived.
- (5) The authorship, production, publication, exhibition or transmission by any medium for academic, artistic, biographical, cultural, educational, scientific or spiritual purposes with the previous permission of the Central Government and subject to such conditions as the Central Government may lay down while granting such permission.

[No. 23(31)-IT/79]

M. L. JATAV, Dy. Secy.

MINISTRY OF ENERGY

(Department of Coal)

CORRIGENDA

New Delhi, the 26th November, 1982

S.O. 4101.—In the notification of the Government of India in the Ministry of Energy (Department of Coal), No. S.O. 1182, dated the 8th March, 1982, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 20th March, 1982,—

(1) at page 1193

in item (a), in line 12,

for "in sub-block II/B and 20.00 schedule 'A' appended hereto ; and" ;

read "in sub-block VI described in Schedule 'A' appended hereto ; and" ;

(2) at page 1194

(A) in item (b), in line 5,

for "8.09 hectares (approximately) described in schedule 'B' appended hereto," ;

read "8.09 hectares (approximately) in sub-block III/B described in Schedule 'B' appended hereto," ;

(B) in the Schedule, for "Schedule", read "Schedule 'A' " ;

(C) in the Schedule 'A', in line 5,

for "District Hazaribagh and Giridih (Bihar)" ;

read "District Giridih (Bihar)" ;

(D) under the heading Sub-Block-I/A All Rights,

for " 1. Bermo Nawadih 18 Giridih 25.00 Part (Bermo)

2. Jaridih -do- 19 -do- 20.00 -do-",

read " Sl. Village Thana Thana District Area Re- No. Number in acre; marks

1. Bermo Nawadih 18 Giridih 25.00 Part (Bermo)

2. Ja i -do- 19 -do- 20.00 -do-",

(E) (i) under the heading Plot numbers to be acquired in village Jaridih, for "57 to 265" read "257 to 265".

for "269 (part), 273 part, 279," read "269 (part), 270 to 277, 278 (part), 279",

(F) in the boundary description of line J—G, in line 2, for "Village Bermo" read "Village Bermo".

(3) at page 1195

(A) under the heading plot numbers to be acquired in village Phusro :—

(i) for "562 to 574, 575 (part), 576 (part), 577 to 580, 581 (part), 582 to 594" read "562 to 594";

(ii) for "612, 613, 614 (part), 615" Read "612 to 615".

(iii) for "670 (part)", read "670".

(B) under the heading plot numbers to be acquired in village Dhorhi, for "353 (part) and 940 (part)" read "353 (part), 940 (part), 1319, 1344 to 1348, 1341 (Part) and 1350 to 1389";

(C) in the boundary description of line C—B, for "C—B" read "C—D";

(D) In the boundary description of line F—A, for "557, 556, 446" read "557, 558, 446";

(E) Above the heading Sub-Block II B Mining Rights, insert "Schedule 'B' " ;

(F) in the boundary description line 'E—D' for "boundary of with sub-block II(A)" read "boundary with sub-block II A" ;

(G) In boundary description of line G—F for "G—F line passes at through plot numbers 352" read "G—F line passes through plot numbers 352" ;

(H) Under the heading plot numbers to be acquired in village Dhorhi in 2nd column

(i) for "799, 800 to 834, 836, 838 to 855".

(ii) read "799 to 855",

(iii) for "877, 898 (part)" read "878 (part)"

- (iii) for "888 (part), 889 to 931" read "888 (part), 889 to 939";
- (iv) for "941 to 1280" read "941 to 1163, 1164 (part), 1165 to 1280";
- (v) for "2288 to 2290" read "2286 to 2290";
- (I) in the boundary description of line C-D,—
- (i) in line 6, for "2026, 2075, 2027" read "2026, 2025, 2027";
- (ii) in line 7, for "672, 701, 700" read 672, 1164, 701, 700".
- (4) at page 1196 in 2nd column,—
- (A) in the boundary description of line A-B
- | | |
|------|-------------------|
| for | "20, 30, 149, 60, |
| | 57. 48 1160". |
| read | "29, 30, 149, 60, |
| | 57, 8, 1168". |
- (B) Under the heading plot numbers to be acquired in village Angwali,—
- (i) for "204" read "204 (part)";
- (ii) in the boundary description of line A-B, for "192, 194 of village Angwali", read "192, 194 and along western boundary of plot number 204 of village Angwali";
- (5) at page 1197 in 1st column,—
- (A) Under the heading plot numbers to be acquired in village Khoro,
- for "579 to 584, (part), 586 to 596", read "579 to 584, 585 (part), 586 to 596";
- (B) Under the heading plot numbers to be acquired in village Pichhri,
- for "849 to 949", read "849 to 941, 942 (part), 943 to 949";
- (C) in the boundary description of lines A-B-C, for "right back", read "right bank";
- (D) in the boundary description of line E-F, in line 4, for "3982", read "3932";
- (6) at page 1197 in 2nd column,—
- (A) in the boundary description of lines I-J-K-L-M-N :
- (i) for "1160", read "942";
- (ii) for "610", read "619";
- (iii) for "1723", read "1728";
- (B) in the boundary description of line N-A, for "right back", read "right bank".

[No. 19/110/81-CL.]
P. SARKAR, Director

कृषि मंत्रालय

(कृषि और सहकारिता विभाग)

नई दिल्ली, 12 नवम्बर, 1982

का. मा. 4102 :—केन्द्रीय सरकार, राज भाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1978 के नियम, 10 के उप-नियम (4) के अनुसरण में कृषि मंत्रालय (कृषि और सहकारिता विभाग) के निम्नलिखित कार्यालयों को अधिसूचित करती है, जिनके कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है :—

1. इण्डियन फार्मर्स फर्टिलाइजर कोऑपरेटिव लिमिटेड, 24, नेहरू प्लेस, नई दिल्ली-110019।

2. कृषक भारती, कोऑपरेटिव लिमिटेड, रेडरोज हाउस, 49-50, नेहरू प्लेस, नई दिल्ली-110019।
3. कृषि मूल्य आयोग, शास्त्री भवन, नई दिल्ली।

[सं. 3-11/78-हि. नी.]

राजेंद्र प्रसाद गुप्त, निदेशक,
(राज भाषा)

MINISTRY OF AGRICULTURE

(Department of Agricultural & Cooperation)

New Delhi, the 12th November, 1982

S.O. 4102.—In pursuance of sub-rule (4) of rule 10 of the Official Language (use for official purposes of the Union) Rules 1976, the Central Government hereby notifies the following offices of the Ministry of Agriculture (Department of Agriculture & Cooperation), the staff of which acquired working knowledge of Hindi :—

1. Indian Farmers Fertiliser Cooperative Ltd., 34, Nehru Place, New Delhi-110019.
2. Krishak Bharati Cooperative Ltd., Red Rose House, 49-50, Nehru Place, New Delhi-110019.
3. Agricultural Prices Commission, Shastri Bhavan, New Delhi.

[No. 3-11/78-Hindi Neeti]

R. P. GUPTA, Director (Official Language)

अंतरिक्ष विभाग

बंगलूर, 9 नवम्बर, 1982

का० मा० 4103.—केन्द्रीय सरकार, सरकारी स्थान (प्रधिकृत अधिकारियों की वेबसाइट) अधिनियम, 1971 (1971 का 40) की धारा-3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए नीचे की गई सारणी के स्तंभ (1) में वर्णित अधिकारियों को, जो सरकार के राज-पत्रित अधिकारी की पंक्ति के समस्त अधिकारी हैं, उक्त अधिनियम के प्रयोजन के लिए सम्बन्ध अधिकारी के रूप में नियुक्त करती है, जो उक्त सारणी के स्तंभ (2) की तत्स्थानी प्रविष्टि में विनिर्दिष्ट सरकारी स्थानों की वाचन अपनी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त अधिनियम द्वारा या उसके अधीन सम्बन्ध अधिकारियों को प्रदत्त शक्तियों का प्रयोग और अधिरोक्त कर्तव्यों का पालन करेंगे।

सारणी

अधिकारी का पदनाम	सरकारी स्थानों के प्रवर्ग और स्थानीय अधिकारिता की सीमाएं
(1)	(2)
1. प्रशासन अधिकारी I/II मुख्य रूप से अंतरिक्ष विभाग और उसके केन्द्रों/इसरो सम्पर्क सेल, यूनिटों के प्रथम उनके द्वारा पट्टे पर बन्द हैं।	लिफ्टेड गए सभी स्थान।
2. प्रधान, कार्मिक और प्रशिक्षण प्रशासन, अंतरिक्ष उपयोग केन्द्र अंतरिक्ष विभाग और उसके केन्द्रों/यूनिटों के प्रथम लिफ्टेड गए पट्टे पर लिफ्टेड गए प्रादेशीय कार्यालयों सहित सभी स्थान।	प्रहमवादाय में जोधपुर टेकड़ा, बलपुर, शास्त्री नगर और नवरंगपुरा स्थित अंतरिक्ष विभाग और उसके केन्द्रों/यूनिटों के प्रथम लिफ्टेड गए पट्टे पर लिफ्टेड गए प्रादेशीय कार्यालयों सहित सभी स्थान।
3. प्रधान, दिल्ली यू-केन्द्र, अंतरिक्ष उपयोग केन्द्र, अंतरिक्ष विभाग, सरदार पटेल मार्ग, नई दिल्ली।	दिल्ली संघ राज्य क्षेत्र में दिल्ली यू केन्द्र के लिए अंतरिक्ष विभाग के प्रथम उसके द्वारा पट्टे पर लिफ्टेड गए सभी स्थान।

[सं० 9/2(2)/82-III]

का० मा० रामनाथ, अवर सचिव

DEPARTMENT OF SPACE

नई दिल्ली, 23 नवम्बर, 1982

Bangalore, the 9th November, 1982

S.O. 4103.—In exercise of the powers conferred by Section-3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) the Central Government hereby appoints the Officers mentioned in column (1) of the Table below, being officers equivalent to the rank of Gazetted Officers of Government to be Estate Officers for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on Estate Officers by or under the said Act, within the local limits of his jurisdiction in respect of the public premises specified in the corresponding entry in column (2) of the said Table.

TABLE

Designation of the Officer	Categories of public premises and local limits of the jurisdiction
1	2
(1) Administrative Officer I/II ISRO Liaison Cell, Bombay.	All premises belonging to or taken on lease by the Department of Space and its Centres / Units in Bombay.
(2) Head, Personnel & General Admn., Space Applications Centre, Department of Space, Ahmedabad.	All premises including housing colonies belonging to or taken on lease by the Department of Space and its Centres / Units at Jodhpur Tekra, Vatrapur, Shastri Nagar and Navrangpura in Ahmedabad.
(3) Head, Delhi Earth Station, Space Applications Centre, Department of Space, Sardar Patel Marg, New Delhi.	All Premises belonging to or taken on lease by the Department of Space for the Delhi Earth Station in the Union Territory of Delhi.

[No. 9/2(2)/82 III]

K. R. RAMNATH, Under Secy.

नागर विमानन मंत्रालय

नई दिल्ली, 18 नवम्बर, 1982

क्रा. आ. 4104.—वायु निगम अधिनियम, 1953 (1953 का 27) की धारा 4 में प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा तत्काल से तथा 16 जुलाई, 1984 तक सर्वश्री एस० एम० कोहली तथा श्री० एन० मेहता, क्रमशः सचिव, नागर विमानन मंत्रालय, महानिदेशक (पर्यटन) को ज० सी० बेंकटगमन तथा श्री० के० श्रीवास्तव के स्थान पर एयर-इण्डिया तथा इंडियन एयरलाइंस के निदेशक-मण्डल में निदेशक नियुक्त करती है।

[संख्या ए० सी० 18013/5/82-ए० सी०]

MINISTRY OF CIVIL AVIATION

New Delhi, the 18th November, 1982

S.O. 4104.—In exercise of the powers conferred by Section 4 of the Air Corporations Act, 1953 (27 of 1953), the Central Government hereby appoints S/Shri M. M. Kohli and G. N. Mehra, Secretary, Ministry of Civil Aviation and Director General (Tourism) respectively, as Directors on the Boards of Air India and Indian Airlines with immediate effect and upto 16th July, 1984, vice Dr. B. Venkataraman and Shri K. K. Sivastava.

[No. AV. 18013/5/82-AC]

क्रा. आ. 4105.—वायु निगम अधिनियम, 1953 (1953 का 27) की धारा 4 में प्रदत्त शक्तियों का प्रयोग करते हुए, तथा दस मंत्रालय की दिनांक 17 जुलाई, 1982 की अधिसूचना सं. ए. सी. 18013/2/82-ए. सी. के अनुक्रम में केन्द्रीय सरकार एतद्वारा विदेश मंत्रालय में सचिव, श्री नटवर सिंह को तत्काल से एयर-इण्डिया के निदेशक-मण्डल में पदेन निदेशक नियुक्त करती है।

[ए. सी. 18013/5/82-ए. सी.]

शर. एन. भार्गव, उवर सचिव

New Delhi, the 23rd November, 1982

S.O. 4105.—In exercise of the powers conferred by Section 4 of the Air Corporations Act, 1953 (27 of 1953) and in continuation of this Ministry's Notification No. Av. 18013/2/82-AC dated the 17th July, 1982, the Central Government hereby nominates with immediate effect Shri Natwar Singh, Secretary, Ministry of External Affairs as Ex-officio Director on the Board of Directors of Air India.

[No. Av.-18013/5/82-AC]

R. N. BHARGAVA, Under Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 23 नवम्बर, 1982

क्रा. आ. 4106.—केन्द्रीय सरकार, राजभाषा (सब के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, निम्नलिखित दूरदर्शन केन्द्रों को, जिनके कर्मचारीबन्ध में हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

1. दूरदर्शन रिले केन्द्र, बंगलूर
2. दूरदर्शन केन्द्र, जयपुर
3. दूरदर्शन केन्द्र, कानपुर
4. दूरदर्शन केन्द्र, नागपुर
5. दूरदर्शन केन्द्र, बम्बई

[संख्या ई-11011/5/82-हिंदी]

इंदु मूषण कर्ण, धरर सचिव

MINISTRY OF INFORMATION & BROADCASTING

New Delhi, the 23rd November, 1982

S.O. 4106.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following Doordarshan Kendras, the staff whereof have acquired the working knowledge of Hindi:—

1. Doordarshan Relay Centre, Bangalore.
2. Doordarshan Kendra, Jaipur.
3. Doordarshan Kendra, Kanpur.
4. Doordarshan Kendra, Nagpur.
5. Doordarshan Kendra, Bombay.

[No. E. 11011/5/82-Hindi.]

I. B. KARN, Under Secy.

संचार मंत्रालय**(डाक तार बोर्ड)**

नई दिल्ली, 23 नवम्बर, 1982

का. डा. 4107 :—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खण्ड (3) के पैरा (क) के अनुसार डाक-तार महानिदेशक ने विलियमनूर/किरुमाम्बाक्कम्/सेम्बनारकोयल टेलीफोन केन्द्र में दिनांक 16-12-1982 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-4/82-पी. एच. सी.]

MINISTRY OF COMMUNICATIONS**(P & T Board)**

New Delhi, the 23rd November, 1982

S.O. 4107.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 16-12-1982 as the date on which the Measured Rate System will be introduced in VILLIANUR/KIRUMAMBAKKAM/SEMBANARKOIL MAX III Telephone Exchanges, T. N. Circle.

[No. 5-4/82-PHB]

नई दिल्ली, 29 नवम्बर, 1982

का. डा. 4108 :—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम, 434 के खण्ड (3) के पैरा (क) के अनुसार डाक-तार महानिदेशक ने पुर्निया टेलीफोन केन्द्र में दिनांक 16-12-1982 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-14/82-पी. एच. सी.]

आर. सी. कटारिया, सहायक महानिदेशक,
(पी. एच. सी.)

New Delhi, the 29th November, 1982

S.O. 4108.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 16th December, 1982 as the date on which the Measured Rate System will be introduced in Purnea Telephone Exchange, Bihar Circle.

[No. 5-14/82-PHB]

R. C. KATARIA, Asstt. Director Genl. (PHB)

श्रम और पुनर्वास मंत्रालय**(श्रम विभाग)**

नई दिल्ली, 27 नवम्बर, 1982

का. डा. 4109.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (इ) के उपखंड (6) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. डा. 2122, तारीख 24 मई, 1982 द्वारा कोयला उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 3 जून, 1982 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार को राय है कि लोकहित में उक्त कालावधि को छ मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (इ) के उपखंड (6) के परामर्श द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 3 दिसम्बर, 1982 से छः मास का और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं. एत-11017/13/81-डी. 1 ए]

एल. के. नारायणन, प्रवर सचिव

MINISTRY OF LABOUR & REHABILITATION**(Department of Labour)**

New Delhi, the 27th November, 1982

S.O. 4109.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provisions of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour No. S. O. 2122 dated the 24th May, 1982, the Coal Industry to be public utility service for the purposes of the said Act, for a period of six months from the 3rd June, 1982;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section (2) of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a further period of six months from the 3rd December, 1982.

L. K. NARAYANAN, Under Secy.
[No. S-11017 (13)/81-D.I.A.]

New Delhi, the 27th November, 1982

S.O. 4110.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Oil and Natural Gas Commission Nazira and their workmen which was received by this Ministry on 13th November, 1982.

KANWAR, RAJINDER SINGH, Under Secy.
[L. 30011/7/79-D III(B)]**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL :
CALCUTTA**

Reference No. 70 of 1980

PARTIES :Management of Oil & Natural Gas Commission, Eastern
Region, Nazira.**AND**

Their Workmen.

APPEARANCES :On behalf of Employers.—Sri D. N. Chattopadhyay,
Deputy Director, (Industrial Relations).On behalf of Workmen.—Sri Cheni Ram Gogoi,
Vice-President.

STATE : Assam

INDUSTRY : Oil & Gas

AWARD

The following dispute was referred to this Tribunal for adjudication by the Government of India, Ministry of Labour,

vide Order, No. L-30011/7/79-D. III. B dated 29 August, 1980 :

"Whether the action of the management of Oil & Natural Gas Commission, Eastern Region, Nazira in removing from service Shri Chandra Gogoi, Technician Grade-IV (Electrical) vide Order No. 1/13/74-Vig/6994 dated 28-11-75 was justified ? If not, what relief the workman is entitled to ?"

2. When the case was called out for hearing, a petition of compromise was filed by Sri Chattopadhyay appearing on behalf of the management. It contains the signature of the Vice-President of the Union and the concerned workman Sri Chandra Gogoi. A prayer has been made for an award in terms of the said compromise. I have gone through the compromise and I find the terms are reasonable and fair. I therefore accept the same and pass an award in terms thereof which will form part of this Award as Annexure "A".

M. P. SINGH, Presiding Officer
[L-30011/7/79-D.III(B)]

KANWAR RAJINDER SINGH, Under Secy.

Dated, Calcutta,
The 29th October, 1982.

ANNEXURE-'A'

BEFORE

THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL : CALCUTTA

In the matter of Reference No. 70 of 1980

AND

In the matter of Industrial Dispute under the Govt.
of India (Ministry of Labour) Order of Reference
No. L-30011/7/79-D. III. B of 29-8-80.

BETWEEN

The Management of Oil & Natural Gas Commission,
Eastern Region, Nazira.....Employer/Commission,

AND

Their workmen represented by ONGC Workers' Association,
Dolmukh Charali, Upper Storey, "Medico",
Sibsagar.....Workmen/Union.

THE HUMBLE JOINT PETITION

Of the Parties above named

MOST RESPECTFULLY SUBMITS

1. That the above matter is pending adjudication before this Hon'ble Tribunal.

2. That the subject matter of dispute has been amicably settled between the parties on the following terms and conditions :

(a) That Shri Chandra Gogoi, the concerned workman, as well as the Union under reference accepts the order of termination of his employment vide letter No. 1/13/74-Vig/6997 dated 28th November, 1975 and dues of Rs. 1971 (Rupees one thousand nine hundred seventy one only) as already paid to him and received by him as per his letter dated 18-4-79 is in full and final settlement upto the date of termination of his employment.

(b) Since Shri Chandra Gogoi, the concerned workman has prayed by his letter dated 14-7-82 addressed to General Manager, ONGC, Eastern Region, Nazira for "Mercy" and fresh employment under the Oil & Natural Gas Commission and as the Union as well has requested the Management to give him a fresh employment as a new entrant vide their letter No. SBG/ONGC/WA/MISC 82 dated 10th February, 1982, the Management has agreed to appoint the said Shri Chandra Gogoi, on the position of

Technician Gd-IV(Electrical) with effect from the date he reports for duty and the same basic wages as he was drawing on the date of his termination of his employment in the revised scale of Rs. 315-8-379-10-469-12-517.

(c) Shri Chandra Gogoi will not have any further claim against the employer in respect of his past services upto the date of his termination i.e. 28-11-75 and for the period of his unemployment.

3. That in view of the aforesaid settlement, the parties do not desire to proceed any further in the matter.

In these circumstances, it is humbly prayed that your Lordship may kindly be pleased to approve the above terms of compromise and to dispose of the reference by passing an award in terms of this Joint Petition of compromise.

And for this act of kindness, your petitioners, as in duty bound, shall ever pray.

For & on behalf of

Oil & Natural Gas Commission.

D. N. Chattopadhyay, Sr. Dy. Director (IR),

ONGC, Eastern Region,

Nazira : Assam

Advocate for the Employer

(Sri T. K. Jagadeesh)

Dated the 22nd October, 1982.

For & on behalf of ONGC
Workers Association, Sibsagar

Cheni Ram Gogoi, Vice President

Chandra Gogoi, Concerned Workman

New Delhi, the 24th November, 1982

S.O. 4111.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay, in the Industrial Dispute between the employers in relation to the management of Bank of Baroda Nagpur, and their workmen, which was received by the Central Government on the 17th November, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/11 of 1980

PARTIES :

Employers in Relation to the Management of Bank
of Baroda, Ambajhari Branch.

AND

Their Workmen

APPEARANCES :

For the employers.—Shri C. V. Pavaskar, Shri R. B. Pitale Officers of Bombay Chamber of Commerce and Industry.

For the workmen.—Shri U. W. Kelkar, Deputy General Secretary, Shri S. O. Bambhorikar, President, A.I.B.O.B.E. Union,

INDUSTRY : Banking STATE : Maharashtra

Bombay, the 25th October, 1982

AWARD

(Dictated in the Open Court)

By their Order No. L-12012/1/79-D.II.A dated 29-4-1980 the Central Government have referred the following dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the management of Bank of Baroda, Ambajhari Branch, Nagpur is justified in denying payment of Bill Collector's Allowance to Shri D. T. Nege, Peon? If not, to what relief is the workman concerned entitled?"

2. The whole controversy revolves on whether Shri D. T. Nege, peon was performing the duties of Bill Collector as laid down in the second Bipartite settlement on page 75 Clause 7. In the statement of claim on behalf of the workman concerned All India Bank of Baroda Employees' Union who has espoused the cause of the workman in para. 3 thereof, the duties alleged to have been assigned to the peon are stated as :—

- (a) Presenting the bills through intimations to the parties.
- (b) Taking to and bring from Sitabuldi Branch day's clearing cheques.
- (c) To attend the Reserve Bank of India for depositing Bank's payorder and bringing back relative challans.
- (d) To attend Treasury for lodging pension/pay bills and bring payment thereof.

The contention of the Union is that right from the year 1966 till the peon was posted as Daftary in the year 1978 and while he was serving at Gandhibaug Branch and South Ambazari Road Branch, he was performing these duties and as such he is entitled to Bill Collector's allowance which he has calculated to the tune of Rs. 3,734.20 to which he has added difference of overtime and difference of bonus making total claim at Rs. 7,244.20.

3. By their written statement the Bank has contested the claim firstly on the ground that because the Union which is espousing the cause of the workman does not represent a substantial number of workmen in the Bank the espousal cannot be said to convert the individual dispute into an industrial dispute, secondly it is contended that since the claim is based on the basis of the bipartite settlement, it amounts to, even if there be any claim to initiate execution proceedings as contemplated under Section 33(6)(2) of the Industrial Disputes Act. Lastly it is contended that even if assuming that the reference is tenable still since the Peon concerned was not performing any duties as contemplated under the Bipartite Settlement, he cannot claim the allowance as done by him.

4. On the strength of the pleadings the following issues arise for determination and my findings thereon are :—

- | Issues | Findings |
|---|----------------------|
| 1. Whether the All India Bank of Baroda Employees' Union has no locus standi to raise the present dispute as contended by the Bank. | It has |
| 2. Do they not represent a substantial number of workmen employed by the Bank? | Yes. They represent. |
| 3. If not whether they have a right to espouse the cause of the workman? | Yes |
| 4. Is it an industrial dispute? | Yes |

5. Whether the Bank proves that because the subject is covered by the Bipartite settlement and the question whether the employee is entitled to the allowance is a matter of interpretation, the disputed point is not a subject matter of the industrial dispute?

Yes

6. Whether the Union proves that Shri Nege was required to perform the duties of bill Collector as claimed? Not proved.

7. If yes was it a performance of routine duties?

Yes

8. Whether the workman is eligible to claim allowance?

No

9. If yes what is the quantum? Does not arise.

10. What award? As per award.

REASONS

5. It is now well settled law that a minority as well as an unrecognised Union can raise a dispute provided the Union has got significant number of followers in the industry concerned. It is true that so far as the Union is concerned they have not adduced any evidence regarding its strength in the concerned branch against which there is the statement of Shri Mandonza Manager Personnel who has stated that in Nagpur Region, this Union might be having 4-5 employees as their members. Against this Shri Kelkar, Deputy General Secretary of the Union informs me that in Ambajhari Branch where there are 13 employees his Union owes allegiance of 4-5 workmen. It is true that my conclusion may be based on some statement, but having regard to the fact that the statement is not much disputed on behalf of the Bank, I hold that on the espousal of the cause of the workman by the concerned union, the individual dispute has been converted into an industrial one.

6. Crossing of this hurdle however would not bring any benefit to the Union unless they cross another formidable hurdle. There is great force in the contention of Shri Pavaskar viz., if any claim has to be based on the terms of bipartite settlement, what is to be done is to see whether the claim falls under the settlement and if the finding is in the affirmative then execution proceeding under Section 33C(2) of the Act has to be initiated. For a reference there must be a cause needing adjudication which in the given circumstances cannot be there because whatever may be the rights of the parties are governed by the settlement itself. Those rights are not required to be adjudicated. What is required to be done is to see that under the settlement any rights are created which need execution. Shri Pavaskar had drawn my attention to the ruling in Graham Trading Company (India) Ltd. Vs. Second Industrial Tribunal, West Bengal reported in 1963 (II), LLJ, page 153 in which it has been held by the Lordships of the Calcutta High Court that when the Award is not implemented it could not form a subject matter of industrial dispute. It was further held that if any party is guilty of non-implementation of the Award, the petitioner should have proceeded either under Section 29 or Section 33C(1) of the Industrial Disputes Act but it should have never formed a subject matter of an industrial dispute. The ratio of said case is also applicable to the present one and as such the only conclusion possible would be that once a particular matter is not a subject matter of industrial dispute what remains to be done is implementation and not adjudication and the remedy open to the parties will have to be suitably pursued. But even assuming that the Union has crossed the second hurdle also, there still remains a third hurdle namely whether Shri Nege, peon concerned was performing the duties of a Bill Collector. For the said purpose the second bipartite settlement particularly clause 5.6 and part II page 75 clause (vii) would be relevant. Under paragraph 5.6 it has been laid down that :—

"The special allowance prescribed above are intended to compensate a workman for performance or discharge of certain additional duties and functions

requiring greater skill or responsibility, over and above the routine duties and functions of a workman in the same cadre. In order to be entitled to a special allowance such additional duties and functions should constitute the normal part of the duties and functions performed or discharged by a workman. Special allowances are not intended to be paid for casual or occasional performance or discharge of such duties/functions. It would, however, not be necessary that a workman should continue to perform such duties or discharge such functions, whole time, in order to be entitled to such allowance."

What is therefore essential before any party convets payment of special allowance it is necessary that there should be performance of the additional duties and functions. At page 75 of the settlement it is laid down.

"(vii) BILL COLLECTORS :—

Their work involves :—

- (i) Obtaining acceptance of bills of exchange, hundies etc. drawn on local parties or banks and/or collecting payments thereof;
- (ii) collecting payments for cheques or Postal orders etc. from Banks or Post Office counters."

They may also be required to collect cash not exceeding Rs. 600 at a time against various instruments."

7. Against this if we read the statement of claim as well as the evidence, we can definitely say that none of the duties stated in the Bipartite Settlement is being referred to as the duties performed by Shri Nege. In paragraph 3 of the statement of claim what is referred to is presenting the bills through intimations to the parties, taking to and bringing from Sitabuldi branch day's clearing cheques, to attend the Reserve Bank of India for depositing bank's payorder and bringing back relative challans and to attend Treasury for lodging pension/pay bills and bring payment thereof. To substantiate the fact of bringing payment as stated in para 3 clause (d) there should be assertion on the part of the Union. For the said purpose if we refer to the statement of Shri Nege, he has not stated in his evidence the duty of collecting cash payment from the Treasury. In the oral evidence the witness says that :—

"I used to take the cheques to the clearing and after they were passed they were being taken back to the Branch. In case any cheque was returned it was taken to the customer. I was not expected to collect any cash on the cheque. I used to take the pension bills as well cheques to the Reserve Bank. Pension bills are being passed by the Treasury office. The procedure for the pension bill was after the pension bill was passed by the treasury, it was returned to the Branch, where it was entered in the register and then it was taken to the clearing in the Burdi Branch from there it was taken to the Reserve Bank to credit it in the account of concerned pensioner. I used to take the pay order as well as challan to the Reserve Bank.

8. Relying on the contention of Shri Negi about bill intimation and conjunctively reading it with the admission of Shri V. M. Joshi, an officer of the Bank in the cross-examination namely that the service of such intimation amounts to presentation of the bill, Shri Kelkar wanted me to hold that service of intimation on the party concerned amounts to obtaining acceptance of bill of exchange etc. as contemplated in the Bipartite Settlement. If we read the evidence minutely what was the duty of the concerned peon was to serve the intimation of the receipt of the bill on the parties concerned but since the duty is cast on the bank to pass on the intimation before a particular time lag, we cannot extend or stretch the admission further to hold that the intimation amounts to acceptance of the bill. Even Shri Kelkar admitted that in the case of collection bills, if any

payment remains, the Bank informs the drawer its non-acceptance and seeks further instructions from him. If the service of intimation of the receipt of the bill really amounted to acceptance of bill of exchange as tried to be urged on behalf of the Union, for non-acceptance of the bill the Bank need not have returns the bill to the Customer, on the contrary the matter could have been pursued on the basis of acceptance of bill. Therefore acceptance of the bill is something different than acknowledgement of the service of intimation, which work the peon concerned was undertaking and merely because he was serving the notice does not mean that he was doing duties of obtaining acceptance of bills of exchange etc. Furthermore the very clause (a) says about obtaining acceptance of bills of exchange, hundies etc. drawn on local parties or bank and/or collecting payment thereof. No doubt there is use of words 'obtaining acceptance of bills of exchange' but if the whole clause is read together mere acceptance would not suffice, it should be followed atleast in majority of the case by payment from the concerned parties that is the Drawee. The second clause is regarding collecting payment for cheques or postal orders etc. from Banks or Post office counters. What was tried to be urged on behalf of the Union was that since the peon was taking pension bills to the Treasury where they were being passed by the Treasury Officer, bringing them back for making entry and then ultimately taking it to the Reserve Bank where the credit was given in the account of respective pensioners, this work, it was tried to be urged, amounted to handling of negotiable instrument, and it was urged that since Shri Nege was performing these duties he must be held to be a Bill Collector. If we refer to the definition of duties of the bill collector and even if we refer to the last line that they must be required to collect cash not exceeding Rs. 600/- at a time, what was thereby contemplated was the responsibility of handling cash and recovering the amount from the customers through negotiable instrument. Even assuming that duties required service of intimation if there be any, that would not convert the work of the peon who was doing the work of handling negotiable instrument be that of a Bill Collector. We have already seen that the Bipartite settlement has provided payment of special allowance because the work involved additional duties and functions requiring greater skill and responsibility. Taking the Pension bills to the Treasury, bringing back to Bank for entry and ultimately depositing in the Reserve Bank can never involve greater skill and responsibility than expected of a member of sub-staff.

9. In the past a colleagues of Shri Nege succeeded in getting the allowance of Bill Collector in an application under Section 33C(2) of the Industrial Disputes Act, and the order though challenged in the High Court by the Bank was confirmed ultimately. Special duties, as enumerated in the application, by consent of the parties were admitted in evidence where in clause (c) we find a reference to collection of cash and taking of cash etc. In the body of the judgement we further find that in the said case there was an admission on the part of the Bank which admission ultimately resulted in decreasing the claim. When read together with the evidence, documentary and oral, on record it was observed that this evidence established that the concerned peon was doing the duty of Bill Collector and therefore he was entitled to special allowance. In the instant case the proof which came to the rescue of the member of the sub-staff then is itself lacking as is evident from discussion therein above, therefore, because another peon was getting the special allowance, it would not lead to an inference that Shri Nege should also get it particularly when there is difference in performance of duties by the earlier peon and then present one. Taking therefore the overall view the third hurdle also obstructs the path of the Union with the result the reference must fail.

Award accordingly.

No order as to costs.

M. A. DESHPANDE, Pre-iding Officer.

Dated, 5-11-1982.

[No. L-12012(1)/79-D.II(A)]

N. K. VERMA, Desk Officer.

New Delhi, the 27th November, 1982

S.O. 4112.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, in the industrial dispute between the employers in relation to the management of Punjab National Bank, Patna, and their workman, which was received by the Central Government on the 22-11-82.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD

Reference No. 8 of 1981

In the matter of an industrial dispute under S. 10(1) (d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Punjab National Bank and their workmen.

APPEARANCES :

On behalf of the employers.—Shri A. K. Dubey, Personnel Officer.

On behalf of the workmen.—Shri C. L. Bhardwaj, General Secretary of Punjab National Bank Union.

STATE : Bihar INDUSTRY : Bank.

Dhanbad, the 11th November, 1982

AWARD

This is a reference under S. 10 of the I. D. Act, 1947. The Government of India by its order No. L-12012/11/80 AD. II(A) dated 16th February, 1981 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

"Whether the action of the management of the Punjab National Bank, Patna in relation to their pay office Chhapokhari in not regularising the services of Shri Bhuvaneshwar Prasad, Peon/guard and in terminating his services with effect from 25-8-1979 is justified? If not, to what relief is the concerned workman entitled?"

2. The concerned workman Shri Bhuvaneshwar Prasad was appointed at B/O Arrah of the Punjab National Bank as a peon in stop gap leave arrangement in 1970. He was again employed in the same office on 17-11-1977 and continued to work upto 18-3-1978 with minor breaks. On 18-3-1978 he was transferred to pay office Chhapokhari where he joined his duty on 20-3-1978. He continued to work there upto 24-3-79 against a permanent vacancy due to the transfer of Shri Krishna Kumar Singha to B/O Purnia. His Services however were terminated w.e.f. 25-3-1979.

3. The case of the workmen was taken up by General Secretary of the Association of the Punjab National Bank Employees, Bihar Pradesh with the Regional Manager, Punjab National Bank, Exhibition Road, Patna. The plea taken on behalf of the union was that the concerned workman was working against a permanent vacancy from 18-3-78 to 18-9-78 i.e. for a period of six months, and as such he should have been confirmed in this post. The action of the management in terminating his services was against paras 522 and 524 of the Sastry Award read with S. 2(oo), 25B and 25F of the I. D. Act. Since the management did not give any relief to the workman as demanded by the union an industrial dispute was raised by the union before the Assistant Labour Commissioner (C) Patna. The conciliation ended in failure and thereafter this reference has been made to this Tribunal for adjudication.

4. The case of the management is that Shri Bhuvaneshwar Prasad was working as temporary peon in leave vacancies at B/O Chhapokhari. On 27-5-80 Shri Bhuvaneshwar Prasad was appointed as a probationer in the subordinate cadre and

continuing in service against permanent vacancy. He was absorbed into permanent cadre on the basis of his application dated 27-5-80. In this court also he filed a petition dated 12-3-81 taking the plea that he has been appointed as peon-cum-guard by the Punjab National Bank and since there is no dispute now, he has prayed for withdrawal of the case.

5. Against the plea taken by the management the union representing the workmen has asserted that Shri Bhuvaneshwar Prasad the concerned workman has no locus-standi to withdraw this case without the consent of the union. Moreover, the petition filed in his court by the workman could not be regarded as a settlement and therefore the case has to be decided on its own merit.

6. On behalf of the workman WW.1, Shri Bhuvaneshwar Prasad Sinha in his evidence has fully supported the case as made out in the written statement of the union. He has proved his representation, Ext. W.1. He has also admitted that he wrote on the document, Ext. W.6 with regard to his appointment because he thought that if he wrote the same the management would take pity in his case and put him on the job again. He has deposed that he has not entered into a settlement with the Bank.

7. On behalf of the management no evidence has been adduced. The management has stuck to the plea that since the workman himself accepted the job and filed a petition for withdrawal of the case, this reference cannot stand. In fact this is the only point for consideration of this reference.

8. The concerned workman was appointed on permanent basis in the bank, on a much later date than the date which the union had demanded. A petition had been filed by the workman to withdraw this case. The union of the workman has pursued this case it will appear that the petition filed in this case is not a settlement because the union has not joined. It cannot be said to be a conciliation settlement because the concerned workman was appointed as a peon after the failure of the conciliation. This reference is therefore not concluded by virtue of any settlement. This is a reference under S. 10(1)(d) of the I. D. Act, 1947. The union therefore should have been made a party in the settlement. The plea taken by the management therefore cannot stand.

9. There is no counter evidence to the plea of the workman that he worked continuously against a permanent vacancy from 20-3-78 to 24-3-79 i.e. for about a year. According to Sastry Award he should have been treated as a probationer for the maximum period of six months and should have been confirmed on that post. The management of the Bank has not shown that the concerned workman was working in any leave vacancy. The plea taken by the management therefore cannot stand.

10. Thus having considered all aspects of the case, I hold that the action of the management of the Punjab National Bank, Patna in relation to their pay office Chhapokhari in not regularising the services of Shri Bhuvaneshwar Prasad, peon/guard and in terminating his services w.e.f. 25-8-79 is not justified. Consequently Shri Bhuvaneshwar Prasad, peon/guard should be deemed to be in service w.e.f. 25-8-79 and he should be paid all the back wages and other emoluments with effect from 25-8-79.

This is my award.

I. P. SINGH, Presiding Officer
[No. L-12012(11)/80-D. II (A)]

N. K. VERMA, Desk Officer

New Delhi, the 24th November, 1982

S.O. 4113.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad in the industrial dispute between the employers in relation to the management of Dhanbar Colliery of Messrs Bharat Coking Coal Limited, Post Office Dhanbar, District Dhanbad (Bihar), and their workmen which was received by the Central Government on the 22nd November, 1982.

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO 3, DHANBAD
Reference No. 29/80

PARTIES :

Employers in relation to the management of Dhansar
Colliery of M/s. Bharat Coking Coal Ltd., P.O.
Dhansar, Dist Dhanbad.

AND

Their workmen.

APPEARANCES :

For the Employers—Shri B. Joshi, Advocate.

For the Workmen—Shri J. D. Ial, Advocate.

INDUSTRY : Coal.

STATE : Bihar.

Dated. the 9th November, 1982

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10 (1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-20012/192/78-D.III(A) dated the 26th April, 1980.

SCHEDULE

"Whether the action of the management of Dhansar Colliery of M/s. Bharat Coking Coal Ltd., P.O. Dhansar, Dist. Dhanbad (Bihar) in terminating the services of the following workmen mentioned in the annexure below with effect from the 1st December, 1976, was legal and justified? If not, to what relief are the said workmen entitled and from what date?"

ANNEXURE

Sl. No.	Name & Designation	Date of appointment	Identity Card No.	P.F.A/C No.
1.	2.	3.	4.	5.
1.	Sri Jugal Kishore Earth Cutter.	6-9-73	231308	C/428288
2.	Sri. Kamdeo Bhuia Miner.	6-9-73	231154	—
3.	Sri Parash leo Gope Miner.	29-9-74	—	C/434814
4.	Sri Babua Majhi Miner.	2-2-71	1233268	C/400929
5.	Sri Raghu Mallik	8-9-73	231310	C/428286
6.	Sri Mangru Bhuia, Miner.	27-12-68	231167	C/375671
7.	Sri Majhlu Majhlu, Miner	22-7-74	231038	C/4-231
8.	Sri Etwaru Bhuia, Drugaman	4-10-71	230374	C/434823
9.	Sri Jappu Bhuia, Miner	3-1-63	231052	C/332571
10.	Smt. Subodhi Kamin, Earth Cutter.	2-9-73	231327	C/428250

1	2	3	4	5
11.	Smt. Sonamuni Kamin, 3, Earth Cutter.	12-1-74	2313226	C/433041
12.	Smt. Saore Kamin, Earth Cutter.	6-2-74	231319	C/433404
13.	Smt. Fulmani, Kamin, 2, Earth Cutter.	13-8-73	231329	C/428254
14.	Smt. Yasodi Kamin Earth Cutter.	8-9-74	231314	C/4228292

2. The case of the workmen is that they were permanent workmen of Dhansar Colliery where they have been working since the date of their appointment mentioned in the scheduled of reference and in the capacity as mentioned therein. They claim to be the members of Coal Mines Provident Fund and contended that identity cards were issued to them by the management.

3. It is further alleged that the management of Dhansar Colliery all of a sudden stopped these workmen from their work verbally without any notice and without assigning any reason with effect from 1-12-1976 and since then they are sitting idle. They made several representations but no action was taken. It is however stated that subsequently the concerned workmen learnt that their services were terminated because they were suspected to be so called imposters. It is submitted that they subsequently produced identity certificate from Mukhias and B.D.Os to disprove the allegation made by the management, but still no action was taken. It is submitted that they are all genuine workers and none of them are imposters. According to them the action of the management is illegal and against the provisions of the Industrial Disputes Act.

4. On the above allegation it is prayed that they may be reinstated in service.

5. On behalf of the management it is contended that the present reference is not legally maintainable. According to them a large number of workmen entered into the employment of this colliery surreptitiously either as an imposter or as an inductee at the time of take over the management of this Colliery with effect from 31-1-1973 and the said induction took place by manipulation of records by the clerical staff and some mine officials. This fact came to the light of the management in the year 1976 and hence when the present union raised an industrial dispute regarding those imposters/inductees a discussion was held between the representatives of the employees and the union and as per agreement a Committee was formed consisting of the representatives of the union and the management to decide the cases of the workmen whether they or some of them were imposters/inductees or not. It is stated that accordingly a committee was constituted in which Sri G. D. Pandey, Secretary of the present union was one of the member besides other members were from the side of the management. Sri Pandey himself interviewed the workmen in presence of the other members of the Committee and recorded their statements. The committee sat on various dates in the month of March and April, 1977 and took up a decision and submitted a report. The workmen who were found to be genuine by the committee were taken in service while those who found imposters inductees were not taken in employment.

6. It is submitted that the concerned workmen were not found as genuine workers and hence they were not taken in employment and as the matter was finally settled as per decision of the committee the matter should not have been raised afresh. It is stated that it is surprising to note that the same union who decided the matter has again raised the present dispute after a lapse of about three years. According to the management the concerned workmen mentioned in Sl. Nos. 1, 10, 11, 12, 13, & 14 were shown to have been employed as earth cutter after the date of take over of the management without any authority from the Custodian or the General Manager of the Area. These workmen got themselves employed surreptitiously in connivance with the staff and the mine officials without proper authorities against the specific bar for employment of new recruits without the authority of the Custodian or the General Manager of the area. Similarly the concerned workmen mentioned in Sl. Nos. 2, 3, 5 & 7 were also shown to have been employed as miners surreptitiously in the same manner and as they were inductees and imposters they were not given re-employment as per report of the committee. As against Babana Manjhi and Tappu Bhuiya and one Etwari Bhuiya it is stated that they were casual workers and used to be employed as and when jobs could be available and they were not on the roll on the date of take over of the management and that these persons entered into the service surreptitiously as imposters in place of others.

7. On the above allegation it is prayed that the Reference be decided in favour of the management.

8. The point for consideration is as to whether the action of the management in terminating the services of the concerned workmen with effect from 1-12-1976 was legal and justified. If not to what relief they are entitled.

9. It may be stated that none of the concerned workmen have filed their letter of appointment nor any of them has appeared before this Tribunal except Etwari Bhuiya workman mentioned in Sl. No. 8 who according to the management was a casual worker. It is well known fact that at the time of take over of the management of the collieries by the Govt. several persons got themselves surreptitiously employed as inductees or imposters and claimed to be the workman under different collieries. The management of different collieries had to constitute screening Committees to decide their cases and persons who were found genuine were allowed to continue as workmen. From Ext. M-1 which is a report of Sri S. N. Sinha, Asstt. Personnel Manager dated 30-11-76 it will appear that he visited Dhansar Colliery along with Sri Jagdish Singh, Sr. Personnel Officer and verified the colliery registers in presence of Welfare Officer and found that persons mentioned in Annexure A of his report appeared to be of doubtful identity. He found cutting in the names as well as in the home address of those workmen and none of their photographs were attested by any of the officer of this colliery. He therefore recommended to the General Manager that all these persons should be asked to produce a certificate from the B.D.O. of their native place with attested photograph about their identity and in the meantime they should be stopped from work. The names of as many as 46 workmen including the concerned workmen are mentioned in the Annexure. The General Manager ordered that they should be stopped from work till they produce identity certificates. Thereafter a committee was constituted by the management vide Ext. M-3 to look into the cases of impersonators of this area who had been stopped

from work in December, 1976 and January, 1977. The committee consisted of three representatives of the management as well as one representative of the Rashtriya Colliery Mazdoor Sangh, Dhanbad of which the concerned workmen are admittedly the members. Shri G. D. Pandey authorised representative of this union became one of its member. Admittedly the concerned workmen are members of this union and the same union was raised the present dispute. The present dispute has been raised by Lala B. P. Sinha, Branch President of the union in Dhansar Colliery Branch and he has examined himself as WW-2. It is admitted by him in his cross-examination para 9 that at present Shri G. D. Pandey is Secretary of the Central Committee, Rashtriya Colliery Mazdoor Sangh. It is also admitted by him that the President and the General Secretary of the Central Committee took decision with the headquarters of Bharat Coking Coal Ltd., though this witness has stated that he had no knowledge about the formation of any committee to enquire into the cases of doubtful workmen including the concerned workmen. But from the evidence itself it will appear that this statement of him is not worth reliance, Shri G. D. Pandey is admittedly the Secretary of the union. It will appear that Shri G. D. Pandey took statements of all the workmen who appeared before the committee and the said statement has been marked Ext. M-4 series. The statements bear the thumb impression or signature of the workmen who appeared as also the signature of Sri Pandey himself. Now if the concerned workmen or the union had no knowledge of information of any such committee, how some of these concerned workmen appeared before the said committee and gave their statements.

10. Sri S. N. Sinha, Asstt. Personnel Manager who submitted his report Ext. M-1 before the General Manager has examined himself as MW-1. He has stated that he submitted the said report regarding the doubtful identity of some workmen including the concerned workmen after examining the statutory registers and thereafter when their work were stopped a committee was constituted to scrutinise the cases and Shri G. D. Pandey authorised representative of R.C.M.S. who had raised the dispute was made a member of this Committee vide Ext. M-3. According to him the workers were interviewed and their statements were recorded by Sri Pandey himself before the Committee who also took thumb impression of the workmen. Out of 14 concerned workmen 9 appeared before the committee and others did not turn up. The statements of these 9 concerned workmen have been filed and have been marked Ext. M-4 series. It is further stated by him after examining the matter in detail the committee submitted a report duly signed by the members and the said report is Ext. M-5. As per said report the concerned workmen were not found as genuine workers and hence they were not given re-employment. This witness has also given the details of the grounds on which the concerned workmen were not found to be genuine though their names appeared in the identity card and Form B register. Several discrepancies were found in the identity cards as also Form B register. The Committee also took other factors under consideration and came to the conclusion that the concerned workmen are not genuine workers. MW-2 Shri B. N. Sinha is the Personnel Officer who was acting as Asstt. Personnel Manager during the relevant period. He has also stated the same fact regarding the constitution of the committee. He has further stated that the committee was constituted after a discussion with the union representatives at Directors level.

11. Thus from the above facts it is clear that when the concerned workmen were stopped work along with others their union raised a dispute and thereafter a committee was constituted by the management in which Shri G. D. Pandey of this very union was a member. Shri Pandey himself took the statements of the workmen who appeared before the committee and thereafter, after considering all the factors the committee submitted its report Ext. M-5 on the basis of which the concerned workmen were not found genuine workers and hence they were not taken in re-employment.

The matter was thus settled finally and it is not proper nor justifiable for the same union to re-agitate the same matter again after a lapse of about three years. If such things are allowed to go there will be no end of any dispute and nothing can be settled finally. This will also lead to disturbance of industrial peace and harmony.

12. It will also appear that none of the concerned workmen except Etwari Bhuiya has come before this Court to prove their identity and no reason has been assigned as to why they have not appeared. Further there is no letter of appointment of any legal authority showing that these persons were ever appointed by the management under the colliery. The evidence of WW-2 Lala B. P. Sinha cannot be relied upon in view of authentic evidence and documents given by the management in this case. This witness has stated that though Sri Pandey is the Secretary of this union and was also Executive Member of the Central Committee but he is not concerned with the Dhansar Branch of this union which is not believable. If Shri Pandey is not concerned with Dhansar union how could he become member of the Screening Committee and how could he examine the workmen concerned. It was the duty of the union to produce all the workmen concerned and file authentic documents to show that they were in fact workmen in this mine. But it has not been done.

13. The union has no doubt filed a letter dated 20-7-77 signed by Sri G. D. Pandey and addressed to the General Manager requesting that in cases of doubtful persons appropriate authorities such as D.I.G., Chief Secretary should be approached for their findings on proper verification. Ext. W-3 is another letter by Lala B. P. Sinha requesting the management to look into the matter. Ext. W-4 is a letter dated 15-9-78 written by the Project Manager to the Asstt. Labour Commissioner in which it was clearly stated that the persons in the dispute were found imposters and therefore they were not taken in employment. Exts W-5 to W-7 are subsequent letters of the union requesting to consider the case of the concerned workmen but once the matter was decided finally the matter should not have been raised by the same union and so these letters are not at all relevant.

14. Some legal points were also raised on behalf of the union and it was urged that these concerned workmen were not given retrenchment compensation before their services were terminated as provided under Chapter VB Section 25-N of the Industrial Disputes Act and hence their not taking in employment is illegal. It will be seen that there is no evidence that the concerned workmen were appointed in the colliery by any legal authority of the management. No appointment letter has been filed. Provisions of Industrial Disputes Act is applicable only in cases of persons who are shown or found to be workmen under the Act. If it could have been shown that the concerned workmen were appointed by duly authorised person of the colliery authorised to make appointment and then if their services would have been terminated then in that case the provisions of Industrial Disputes Act would have been applicable. In the present case the concerned workmen were found to be either imposters/inductees working in the mine for some time surreptitiously and so they cannot be held to be workmen under the Industrial Disputes Act and they cannot get the benefits as provided under Section 25-M of the Industrial Disputes Act.

15. Considering the entire evidence and facts and circumstances of the case, I hold that the action of the management in terminating the services of the concerned workmen is legal and justified and they are not entitled to any relief.

16. I give my award accordingly.

I. N. SINGH, Presiding Officer
[No. L-20012(192)/78-D.III(A)]

A. V. S. SARMA, Desk Officer

New Delhi, the 29th November, 1982

S.O. 4114.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the industrial

dispute between the employers in relation to the management of Sijua Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Bhelatand, District Dhanbad, and their workmen, which was received by the Central Government on the 24th November, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Sec. 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 14 of 1980

PARTIES :

Employers in relation to the management of Sijua Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Bhelatand, District Dhanbad.

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri B. N. Prasad, Advocate and Shri N. C. Ganguly, Advocate.

For the Workmen—Shri J. D. Lal, Secretary, Bihar Colliery Kamgar Union.

STATE : Bihar

INDUSTRY : Coal.

Dhanbad, the 18th November, 1982

AWARD

By the following order dated 26-8-1980 the Central Government referred the present dispute to this Tribunal for adjudication.

"No. L-20012(150)/80-D.III.A.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Sijua Colliery of Messrs Tata Iron and Steel Company Ltd., Post Office Bhelatand, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed ;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication ;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal No. 1, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

"Whether the demand of the workmen of Sijua Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Bhelatand, District Dhanbad that the workmen mentioned in Annexure 'A' should be regularised and paid wages as per National Coal Wage Agreement is justified ? If so, to what relief are the said workmen entitled and from what date ?"

ANNEXURE 'A'

SHARMA ENGINEERING WORKSHOP BARAHAN
MISTRY : CONTRACTOR

Name	Designation
1. Nago Vishwakarma	Black Smith
2. Chhotan Vishwakarma	Black Smith
3. Sundra Mistry	Black Smith
4. Subodh Mistry	Black Smith
5. Balak Mistry,	Hammer Man

6. Sakaldeo Mistry	Hammer Man
7. Anil Kumar	Hammer Man
8. Tulsi Rawani	Hammer Man
9. Pritam	Hammer Man
10. Abdul Mian	Hammer Man
11. Bhanu Gope	Hammer Man

**VISHWAKARMA ENGINEERING WORKSHOP
PADUM MISTRY : CONTRACTOR**

Name	Designation
1. Subhas Mistry	Black Smith
2. Sita Ram Mistry	Black Smith
3. Sudheswar Mistry	Black Smith
4. Nand Lal Mistry	Black Smith
5. Mohan Mistry	Black Smith
6. Baban Mistry	Hammer Man
7. Ganesh Mistry	Hammer Man
8. Durga Mistry	Hammer Man
9. Kashi Mistry	Hammer Man
10. Madan Singh	Hammer Man
11. Ganga Mistry	Hammer Man
12. Kameshwar Mistry	Hammer Man
13. Ashok Mistry	Hammer Man
14. Bajrangi Singh	Hammer Man
15. Sambhu Yadav	Hammer Man."

2. It would be noticed from the order of reference that the Central Government being of opinion that an industrial dispute exists between the employers in relation to the management of Sijua Colliery of M/s. Tata Iron and Steel Co. Ltd., P.O. Bhatatand, Dist. Dhanbad (hereinafter referred to as the company) and their workmen in respect of the matter specified in the schedule to the order has referred the said dispute for adjudication in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947. A reading of the said schedule would show that the dispute referred is whether the demand of the workmen of Sijua colliery of the company that the workmen mentioned in Annexure 'A' should be regularised and paid wages as per National Coal Wage Agreement (briefly NCWA) is justified and if so to what relief are the said workmen entitled and from what date. A perusal of the said Annexure 'A' would further show that 11 workmen, out of whom 4 are blacksmiths and the rest are hammermen, have been shown under the heading "Sharma Engineering Workshop—Barahan Mistry : Contractor" and 15 workmen, out of whom 5 are blacksmiths and rest are hammermen, have been shown under the heading "Vishwakarma Engineering Workshop—Padum Mistry : Contractor."

3. After being notified the parties had filed their respective written statements and rejoinders.

4. It is the case of the company that there was no employer and employee relationship between the company and the persons named in Annexure 'A' at any time and hence the present reference is bad and incompetent in law. According to the company, it is also not aware of the identity of the persons mentioned in Annexure 'A' or the nature of their employment, its duration and other allied particulars. It is the positive case of the company that "Sharma Engineering Workshop" and "Vishwakarma Engineering Workshop" are independent proprietary firms belonging respectively to the contractors Barahan Mistry and Padum Mistry situate close to the Sijua colliery workshop of the company and those two firms carry on their jobs outside the colliery premises and the company has nothing to do either with the management or control of those two firms. Those two firms recruit their own labour and engage them for doing their work and the company is not aware if all the persons mentioned in Annexure 'A' were or are in employment of those firms. The company places work orders

on the above two firms to repair and manufacture coal tubs after inviting tender and obtaining quotation from different firms, and those two firms execute such work orders at mutually agreed rates. According to the company, therefore, there is no ground for regularising the services of the concerned workmen as direct employees of the company. The company had also raised in its written statement a technical objection that the Bihar Colliery Kamgar Union, which has sponsored the present dispute on behalf of the workmen, is neither a recognised union nor representative union of the workmen of Sijua colliery and as such it was incompetent to raise any dispute on behalf of the workmen. But this point was not pressed by the company at the time of hearing.

5. On the other hand, it is the case of the workmen that the so-called "Sharma Engineering Workshop" or "Vishwakarma Engineering Workshop" is neither a proprietary firm nor they have any physical or legal existence. It is their positive case that since last 5 to 7 years they have been working continuously in the Sijua colliery workshop of the company under these respective contractors, Barahan Mistry and Padum Mistry, and they had been doing all sorts of smelting work connected with the mining work in the said workshop of the company, and the above named contractors have been set up by the company as intermediaries as a clever device to defeat the various provisions of labour laws meant for the welfare of the workmen and to deprive them of their proper legal wages as prescribed by the NCWAs—I and II and other legal dues such as quarterly bonus, profit sharing bonus and other benefits admissible to other regular workmen of the colliery. Such of them as are hammermen are being paid only Rs. 6 per day and such of them as are blacksmiths are being paid only Rs. 6.50 per day which are much below the rates prescribed under the NCWAs—I and II. According to them, the so-called contractors themselves do not do any work and their only duty is to mark the attendance of the concerned workmen and to pay their wages after taking the same from the company and those contractors also sometime remain present in the workshop of the company to see that the concerned workmen work non-stop. However, in technical matter, the work of the concerned workmen is supervised by the Foremen and Engineers of the workshop of the company. They further contend that apart from the facts stated above they are employees of the company under the Standing Orders of the company applicable to the colliery which defines "employees" to mean all work people employed above ground or underground either directly by the company or under a Contractor. Their contention, therefore, is that they are in fact and in law employees of the company and are entitled to be regularised as direct employees of the company from the dates they have been working in the Sijua colliery workshop of the company and they should be paid wages accordingly as per NCWAs.

6. The parties had led both oral and documentary evidence in support of their respective cases.

7. Since there was dispute between the parties regarding the very existence of "Sharma Engineering Workshop" and "Vishwakarma Engineering Workshop" at the spot, my learned predecessor, Mr. Justice B. K. Ray (Retd.), had, after the closure of the evidence, on a petition dated 18-6-81 of the company, made local inspection on 22-6-81 at 5.30 p.m., and had prepared a memorandum of local inspection which is on the record. He found the Sijua Engineering Workshop of the company situate within the colliery premises and surrounded by walls on all sides. He passed through a gate in order to reach this workshop of the company which occupies a fairly big area with a shed covering the entire space. Inside that workshop he found some machines and a row of iron tubs placed on rails awaiting their despatch to the site where they were to be used. He also found in the workshop a number of wheels and blocks lying detached which were to be fitted to the tube in order to make them complete in all respect for use.

8. As regards "Vishwakarma Engineering Workshop", he found it to be an open space of land close to the compound in which the company's workshop is situate. This open space had no shed and there was nothing to indicate the boundary of the workshop except two cement pillars of about one foot height each on two opposite sides of the space. The length and breadth of each of the two pillars was about 10". There was no wall or fences enclosing the space on all sides. On one side of the space there was a

row of shops open to the public. The space alleged to be the site of the workshop was just behind the row of shops. Adjacent to the row of shops, there was a hutment with its door-way opening to the space called the site of the workshop. At the time of inspection he found the doors of the hutment closed and locked. The walls of the hutment were built of loose bricks. Padum Mistry, (MW-2), who is said to be the proprietor of this workshop, was present at the spot at the time of inspection and he unlocked the lock of the doors of the hutment and opened the door leaves but as soon as the door leaves opened they fell down giving an impression as if they had been fixed sometime before inspection in order to give an impression that the hutment was a full-fledged closed room which was meant to be used as a godown house of the workshop. When the door frames fixed to the hutment fell down, only some old iron scraps were found inside. The site inside the hut did not give an impression that the hutment was a godown house where valuable materials of the workshop could be stored. Outside the hutment in the open space some old dilapidated broken tubs were found scattered here and there which did not give an impression that they were being worked upon. At the time of inspection no worker was found working in the workshop. The workshop had also no name plate from which one could say that it was 'Vishwakarma Engineering Workshop'.

9 So far as the alleged "Sharma Engineering Workshop" is concerned, it was said to be another open space without any boundary wall or fence near the compound of the company's workshop. This open space had also no shed. Adjoining the open space there was a pucca room with roof and iron doors opening to the open space. At the time of inspection, Barahan Mistry (MW-1), who is said to be the proprietor of the workshop, opened the doors. Inside the room some old materials were found. During inspection no worker was found working there. On the open space few old broken dilapidated tubs were found scattered here and there and they did not give an impression that they were either under repair and under construction. At one place a box with a lid was found which was neither locked nor chained and inside the box some small old iron instruments were found which did not give an impression that they were being used. Here also there was no name plate of "Sharma Engineering Workshop". There was electric connection in the open space for light and the connection was from company's premises.

10 On the open space in both the workshops alleged to be "Vishwakarma Engineering Workshop" and "Sharma Engineering Workshop" two blowers fitted one in each meant to be used to pump air into the fire lighted during work were found and the pipes of the two blowers appeared to be recently fitted and there was no sign that the blowers were being used.

11 On a consideration of the evidence adduced by the parties, in the light of the local inspection report, my learned predecessor, in his award dated 27-7-1981 disbelieved the existence and functioning of "Sharma Engineering Workshop" and "Vishwakarma Engineering Workshop" as independent firms belonging respectively to the contractors Barahan Mistry and Padum Mistry, MW-1 and MW-2, and held that the story of the Company that it was getting repairing and manufacturing work of the tubs done by the aforesaid two contractors on contract basis in their respective workshops through their own labour, was a myth. He further held that the concerned workmen actually worked in the workshop of the Company with tools and machines of the company and the action of the Company in showing the concerned workmen as employees of the two contractors was only a subterfuge adopted by the company to cover up the real position that the concerned workmen were Company's workers in order to avoid higher payments to them according to NCWAs-I and II. In this connection he placed reliance on two decisions of the Supreme Court reported in 3 SCLJ 1557 (D. C. Desai Mohideen Sahib and Sons Vs. Secretary United Beedi Workers' Union) and 1978 Lab I C 1264 (Hussainbhai Vs. Alath Factory Tezhilali Union and others) and ultimately held that the concerned workmen were to be regularised and permanently absorbed in the services of the company but, in the absence of any evidence to show from what date they commenced working, he allowed them the benefit of regularisation from the date his award became effective and he further held that from the date when his award comes into force the concerned workmen

would be entitled to be treated as permanent workmen of the company and will be entitled to the wages as admissible to them under NCWA II and their seniority would count from that date.

12 Against the said award dated 27-7-1981 given by my learned predecessor, the company filed a Writ Petition in the Ranchi Bench of the Patna High Court which was registered as CWJC No 210/82(R) and was disposed of by judgment dated 19-8-82. By the said judgment the award has been set aside and the case has been sent back for fresh disposal in accordance with law on the basis of the materials which are already on the record. The award has been set aside on the sole ground that in coming to a finding that the concerned workmen were in fact in the employment of the company and they are not independent employees of the two contractors my learned predecessor had solely relied on his inspection note in disbelieving the evidence to the contrary led on behalf of the company but had not discussed the evidence led on behalf of the workmen. It has, however, been observed in the judgment that after remand it would be open to the company to raise all objections that they want to raise on the basis of the materials which are on the record.

13 Accordingly, after remand, the matter has been heard afresh on the materials which are already on the record.

14 Before considering certain preliminary objections which have been raised on behalf of the company and before discussing the evidence on the record it would be profitable to briefly discuss the two decisions of the Supreme Court reported in 3 SCLJ 1557 and 1978 Lab I C 1264 (supra) relied on by my learned predecessor and on the basis of which the case of the workmen appears to be founded.

15 In the case reported in 3 SCLJ 1557 the modus operandi with respect to manufacture of bidis in the appellants' concerns was that contractors took leaves and tobacco from the appellants and employed workmen for manufacturing bidis. After bidis were manufactured, the contractors took them back from the workmen and delivered them to the appellants. The workmen took the leaves home and cut them there, however the process of actual rolling by filling the leaves with tobacco took place in what were called contractors' factories. The contractors kept no attendance register for the workmen. There was also no condition that they should come and go at fixed hours. Nor were the workmen bound to come for work every day, sometimes the workmen informed the contractors if they wanted to be absent and sometimes they did not. The contractors however said that they could take no action if the workmen absented themselves even without leave. The payment was made to the workmen at piece rates. After the bidis were delivered to the appellants payment was made therefor. The system was that the appellants fixed the price of tobacco and leaves supplied to the contractors who took them to the places where work of rolling was done and gave them to the workmen. Next day, the manufactured bidis were taken by the contractors to the appellants who paid a certain price for the manufactured bidis after deducting therefrom the cost of the tobacco and the leaves already fixed. The balance was paid to the contractors who in their turn paid to the workmen, who rolled bidis, their wages. Whatever remained after paying the workmen would be the contractors' commission for the work done. There were written agreements on the same pattern between the appellants and the contractors. On the above facts the question for determination before the Supreme Court was whether the relationship of master and servant subsisted between the appellant and the bidi rollers employed by the contractors. The Supreme Court cited a number of cases of the Supreme Court and held

'It is in the light of these decisions that we have to decide whether the workmen who work under the so-called independent contractors in these cases are workmen of the appellants. It has been found by the tribunal and this view has been confirmed by the appeal court that the so-called independent contractors were mere agents or branch managers of the appellants. We see no reason to disagree with this view taken by the tribunal and confirmed by the appeal court on the facts of these cases. As the appeal court has rightly pointed out the so-called independent contractors were indigent persons who were in all respects under the control of the appellants. There is in our opinion little doubt

that this system has been evolved to avoid regulations under the Factories Act. Further there is also no doubt from whatever terms of agreement available on the record that the so-called independent contractors have really been independent at all. As the appeal court has pointed out they are impecunious persons who could hardly afford to have factories of their own. Some of them are even ex-employees of the appellants. The contract is practically one sided in that the proprietor can at his choice supply the raw materials or refuse to do so, the so-called contractor having no right to insist upon the supply of raw materials to him. The so-called independent contractor is even bound not to employ more than nine persons in his so-called factory. The sale of raw materials to the so-called independent contractor and resale by him of the manufactured bidis is also a mere camouflage, the nature of which is apparent from the fact that the so-called contractor never paid for the materials. All that happens is that when the manufactured bidis are delivered by him to the appellants, amounts due for the so-called sale of raw materials is deducted from the so-called price fixed for the bidis. In effect all that happened is that the so-called independent contractor is supplied with tobacco and leave and is paid certain amounts for the wages of the workers employed and for his own trouble. We can therefore see no difficulty in holding that the so-called contractor is merely an employee or an agent of the appellants as held by the appeal court and as such employee or agent he employs workers to roll bidis on behalf of the appellants. The work is distributed between a number of so-called independent contractors who are told not to employ more than nine persons at one place to avoid regulations under the Factories Act."

16. In the case reported in 1978 Lab. I.C. 1264 (supra) the petitioner before the Supreme Court was a factory owner manufacturing ropes. A number of workmen were engaged to make ropes from within the factory, but those workmen, according to the petitioner, were hired by contractors who had executed agreements with the petitioner to get such work done. The petitioner contended that the workmen were not his workmen but the contractors' workmen. The industrial award, made on a reference by the State Government, was attacked on this ground. The learned single Judge of the High Court had held that the petitioner was the employer and the members of the respondent-union were employees under the petitioner. A Division Bench upheld this stand and the petitioner had sought special leave from the Supreme Court. It was not in dispute that 29 workmen were denied employment which led to the reference. It was also not in dispute that the work done by these workmen was an integral part of the industry concerned; that the raw material was supplied by the management; that the factory premises belonged to the management; that the equipment used also belonged to the management and that the finished product was taken by the management for its own trade. The workmen were broadly under the control of the management and defective articles were directed to be rectified by the management. On these facts it was held by the Supreme Court that this concatenation of circumstances is conclusive of the question, and even cases where this impressive array of factors were not present, would have persuaded an industrial court to the conclusion that the economic reality was employer-employee relationship and, therefore, the industrial law was compulsively applicable. In that case also it was contended on behalf of the petitioner that the petitioner had entered into agreements with intermediate contractors who had hired the respondent-Union's workmen and so no direct employer-employee vinculum juris existed between the petitioner and the workmen. It was, however, observed by the Supreme Court that this argument is impeccable in laissez-faire economics 'red in tooth and claw' and under the Contract Act rooted in English Common Law. But the human span of a century yawns between this strict doctrine and industrial jurisprudence. The Supreme Court referred with approval on earlier decision of the Supreme Court in *Granech Reed's case* (AIR 1974 SC. 1832) in which it has been held that mere contracts are not decisive and the complex of considerations relevant to the relationship is different. Indian Justice, beyond Atlantic liberalism, has a rule of law which runs to the aid of the rule of life. And

life, in conditions of poverty aplenty, is livelihood, and livelihood is work with wages. Raw societal realities, not fine-spun legal niceties, not competitive market economics but complex protective principles, shape the law when the weaker, working class sector needs succour for livelihood through labour. The conceptual confusion between the classical law of contracts and the special branch of law sensitive to exploitative situations accounts for the submission that the High Court is in error in its holding against the petitioner. The Supreme Court, while on the facts of the case, upholding the conclusion of the High Court and refusing special leave, laid down the true test as follows:

"Where a worker or group of workers labours to produce goods of services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship *ex contractu* is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the Management, not the immediate contractor. Myriad devices, half-hidden in fold after fold of legal form depending on the degree of concealment needed, the type of industry, the local conditions and the like, may be resorted to when labour legislation casts welfare obligations on the real employer, based on Arts. 38, 39, 42, 43 and 43-A of the Constitution. The court must be astute to avoid the mischief and achieve the purpose of the law and not be misled by the maya of legal appearances.

If the livelihood of the workmen substantially depends on labour rendered to produce goods and services for the benefit and satisfaction of an enterprise, the absence of direct relationship or the presence of dubious intermediaries or the make-believe trappings of detachment from the Management cannot snap the real-life bond. The story may vary but the inference defies ingenuity. The liability cannot be shaken off.

Of course, if there is total dissociation in fact between the disowning management and the aggrieved workmen, the employment is, in substance and real-life terms, by another. The Management's adventitious connections cannot ripen into real employment."

17. After having stated the relevant law on the subject as laid down by the Supreme Court, I shall next consider the two preliminary points raised by Mr. B. N. Prasad, the learned counsel for the company, in course of his argument. He, firstly contended that in Annexure 'A' to the order of reference he workmen have been shown to be either under the heading "Sharma Engineering Workshop—Harahan Mistry : Contractor" or under the heading "Vishwakarma Engineering Workshop—Padum Mistry : Contractor" and hence those workmen on the very face of the reference must necessarily be taken to be the workmen of those firms belonging to those contractors, and, consequently, there could be no industrial dispute between those workmen and the company, there being no employer—employee relationship between them, and no evidence could either be led or looked into to show that those contractors are either fake contractors or that those workmen are in any sense employees of the company. Secondly, he has argued that under Sec. 10 of the Contract Labour (Regulation and Abolition) Act, 1970, it is only the appropriate Government which may prohibit employment of contract labour in any establishment and it is beyond the jurisdiction of any Court or Tribunal to do so if it exists in any establishment.

18. In support of his first contention Mr. Prasad has relied on two decisions of the Supreme Court reported in 1967 (1) I.T.J. 423 (Delhi Cloth and General Mills Co. Ltd. Vs. Their workmen and others) and AIR 1979 SC. 1356 (Pottery Mazdoor Panchayat Vs. Perfect Pottery Co. Ltd.) in which it has been held that when the terms of reference are founded on the basis that there was a strike by the workmen and there was a lock out declared by the management it was not competent to the workmen to contend before the

Tribunal that there was no strike at all nor it was open to the management to say that there was no lock out declared by it. In other words, the parties cannot be allowed to challenge the very basis of the issues set forth in the order of reference or to contend that the foundation of the dispute mentioned in the order of reference was non-existing and that the dispute was something else, nor the Tribunal is free to enlarge the scope of the dispute referred to it and it must confine its attention to the points specifically mentioned and anything which is incidental thereto.

19. In my opinion, however, there is no merit in the first point raised by Mr. Prasad nor the aforesaid cases cited by him appear to have any bearing in the present case. If his contention that since in Annexure 'A' to the order of reference the workmen have been shown under the heading of the two firms belonging to the two contractors the same should be taken as a gospel truth and no evidence to the contrary should either be led or looked into, be taken to be correct, then it could equally be argued on behalf of the workmen that since in the opening para of the order of reference as well as in the opening para of the schedule thereof it has been stated that an industrial dispute exists between the company and their workmen mentioned in Annexure 'A', the same should also be taken to be a gospel truth and no evidence to the contrary should either be permitted to be led by the company or be looked into. I have pointed out this thing only to show the fallacy of the argument of Mr. Prasad. Therefore, the question whether the workmen are or are not the employees of the company will have to be decided on the evidence adduced in this case in the light of pleadings of the parties and, in the very nature of the dispute, it cannot be decided merely by looking at the wordings of the order of reference, specially when there are Supreme Court decisions reported in 3 SCLJ 1557 and 1978 Lab. I. C. 1264 (supra), which I have discussed in detailed above, which lay down that the presence of intermediate contractors with whom alone the workers have immediate or direct relationship *ex contractu* and absence of direct relationship of the workmen with the management is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the management, not the immediate contractor. I, therefore, see no merit in the first point raised by Mr. Prasad which is accordingly rejected.

18. On the second point Mr. Prasad has cited two cases reported in 1971 (II) L.J. 567 (Vegolis Private Ltd. Vs. the workmen) and 1975 Lab. IC. 165 (Management of Burmah Shell Oil Storage and Distribution Co. of India Ltd. Vs. The Industrial Tribunal, Andhra Pradesh, and others) in which it has been held that only the appropriate Government has power to prohibit the employment of Contract labour in any establishment and the Industrial Tribunal has got no jurisdiction to prohibit contract labour in any establishment after the passing of the Contract Labour (Regulation and Abolition) Act, 1970. The second contention of Mr. Prasad, however, also seems to be mis-conceived as in the present case it is not the prayer of the concerned workmen that contract labour as such should be abolished in the establishment of the company, their case being simply that they are in fact and in law employees of the company and the two contractors have been set up by the company as intermediaries as a clever device to defeat the various provisions of labour laws meant for the welfare of the workmen and to deprive them of their proper legal wages as prescribed by the NCWAs-I & II and other legal dues such as quarterly bonus, profit sharing bonus and other benefits admissible to other regular workmen of the colliery. The second point raised by Mr. Prasad is also, therefore, dismissed as without any merit.

19. After having thus disposed of the two preliminary points raised by Mr. Prasad, I shall next turn to the consideration of the evidence adduced by the parties in the light of their pleadings and the memorandum of local inspection prepared by my learned predecessor.

20. On behalf of the workmen two witnesses have been examined, namely, Subhas Mistry (WW-1) and Madan Singh (WW-2), the former being blacksmith and the latter being a hammerman out of the 15 workmen named under the heading "Vishwakarma Engineering Workshop—Padum Mistry : Contractor"

of Annexure 'A' to the order of reference. None of the 11 workmen named under the heading "Sharma Engineering Workshop—Barahan Mistry : Contractor" of the said Annexure 'A' has been examined in this case. Besides a number of documents have also been exhibited on behalf of the workmen which I shall refer hereafter.

21. On behalf of the company three witnesses have been examined out of whom Barhan Mistry (MW-1) and Padum Mistry (MW-2) are the above named two contractors and K. N. P. Verma (MW-3) is an Engineer working in the workshop of Sijua colliery of the company. On behalf of the management also a number of documents have been exhibited to which I shall refer hereafter.

22. Subhas Mistry (WW-1) has deposed that he and other concerned workmen, some of whom are blacksmith and some are hammerman, are working under the contractor Padum Mistry in the workshop of the company as Padum Mistry has got no workshop of his own known as Vishwakarma Engineering Workshop. He has further deposed that blacksmiths repair tubs, cages, trippers, rails etc. and hammermen help blacksmiths in their work but the entire materials for the said purpose are obtained from the Company's store and the tools by which the concerned workmen work are also supplied by the company. He has next deposed that the attendance of the concerned workmen are marked by the contractor in his own register and the concerned workmen are paid their wages by the contractor and a blacksmith gets a daily wage of Rs. 6.50 whereas a hammerman gets Rs. 6 but they are not paid profit sharing bonus, quarterly bonus and other allowances. He has further deposed that Padum Mistry was originally working as supervisor under the company and he worked in that capacity till 1973 and thereafter he became a contractor under the company and he does not undertake any contract work in any other company. Similarly he has deposed that Barhan Mistry is another contractor under the company and 11 workmen shown in Annexure 'A' to be working under Barhan Mistry also work in the workshop of the Company as Barhan Mistry has got no workshop of his own known as "Sharma Engineering Workshop" and those workmen are also, some of whom are blacksmiths and some are hammermen, being paid in the same manner as the workmen shown in Annexure 'A' under Padum Mistry.

23. In his cross-examination Subhas Mistry (WW-1) has stated that the concerned workmen were not given any letter of appointment by the company nor their attendance is being marked by the company nor their wages are paid to them directly by the company. He has also stated that the blacksmiths and hammermen named in Annexure-A under the contractor Padum Mistry were appointed by Padum Mistry and similarly the workmen mentioned in Annexure 'A' under Barhan Mistry, contractor, were appointed by Barhan Mistry. He has further deposed that the company invites tenders for the aforesaid repair work but he cannot say if after tenders are invited Padum Mistry applies for taking the work on contract basis. But he has denied the company's suggestion that there is a workshop of Padum Mistry known as "Vishwakarma Engineering Workshop" and there is also a workshop of Barhan Mistry known as "Sharma Engineering Workshop" situate outside the colliery area and that in the workshop owned by Padum Mistry he maintains drilling machine, blowers, hammers and chisels and those contractors bring the tubs given to them by the company for repairing from the company's premises to their own workshop and there they are repaired by their own men and after they are repaired the repaired tubs are again taken back to the company's premises where they are delivered back.

24. Madan Singh (WW-2) has also deposed to the same effect as deposed to by Subhas Mistry (WW-1). He has further deposed that the concerned workmen were doing (1) repairing of old tubs, (2) construction of new tubs, (3) manufacturing of crossbars, (4) manufacturing of cages and (5) constructions of trippers, and for doing the above work drill machine, welding machine, gas machine, lathe machine are used which belong to the company and they are all worked by electricity. He has further deposed that the working hour of the concerned workmen are from 8 a.m. to 4 p.m. and their work used to be supervised by Padum Mistry and Foreman and other Engineers of the company. He has next deposed that other workers under Barhan Mistry also worked

in the workshop of the company alongwith the workmen working under Padum Mistry and regular workers of the company.

25. In his cross-examination Madan Singh (MW-2) has also denied the existence of any Vishwakarma Engineering Workshop belonging to Padum Mistry or Sharma Engineering Workshop belonging to Barhan Mistry outside the colliery premises. He has further deposed that Padum Mistry appoints and discharges from service and makes payment to the concerned workmen.

26. Barhan Mistry (MW-1) has deposed that he is the proprietor of "Sharma Engineering Workshop" situate outside the colliery premises and tubs are repaired as well as manufactured and steel doors are also manufactured in the said workshop on contract basis by his own workmen and by his own tools after taking work orders from the company. He has further deposed that he enters the colliery premises at the time of bringing the tubs for repair and after the tubs are repaired he sometime carries them inside the company's premises to re-deliver to the company and sometimes the company makes its own arrangement to take the tubs after repair from the workshop site to the colliery's premises. He has also said that when he delivers the repaired tubs or manufactured tubs inside the company's premises they are inspected by the company's Engineer to see that they are alright.

27. In his cross-examination Barhan Mistry (MW-1) has deposed that he had worked in the colliery of the company for about 15 years from 1947 and after he was discharged from service he sat idle for about 5 to 6 years and then he applied to the company for his employment but the company instead of giving him employment asked him to start his own workshop and to get work done in the said workshop on contract basis for the company whereupon he started the contract work since last about 8 to 9 years. He has also stated that in his workshop he has got only drilling machine and he only repairs tubs and manufactures tubs and the coal which is used in the workshop is supplied by the company free, and he does not require lathe machine or gas machine for his workshop. He has further admitted that all materials including iron sheet, bolts and nuts which are required for manufacture of and repair of tubs are supplied by the company. He has, however, stated that he does not maintain any regular register for the workmen employed in his workshop to mark attendance or for payment of wages, and, in fact, he does not maintain a regular account for his workshop. It is also his evidence that there are electric connection in his workshop for which electric current is supplied by the company. He has ascertained that he pays Rs. 200 annually for the land on which his workshop is situate but no receipt for the same has been filed nor it has been stated as to who is the owner of the said land and to whom the rent is paid. He has ascertained that his workshop is an open space having a shed over it, but he is contradicted by the inspection note of my learned predecessor who did not find any boundary wall or fence or any shed in the open space which was alleged to be his workshop.

28. Padum Mistry (MW-2) has deposed on the same line as Barhan Mistry (MW-1). He has stated that he is the proprietor of Vishwakarma Engineering Workshop which is situate outside the premises of Sijua colliery and mainly he undertakes repairing and manufacturing work of tubs in the workshop on contract basis under the company. He has also deposed that the company invites tenders for the work and when his tender is accepted he undertakes the work in his workshop through his own labourers and by his own tools and he appoints his own workers and terminates their services when not required and pays them their wages. He has denied that his workmen work in the workshop of the company. He has also said that there is no fixed working hours for the labourers employed by him.

29. In his cross examination he too has stated that formerly he was working in the workshop of Sijua colliery of the company till 1974 as supervisor and about 5 months after his services were terminated he started the contract work in his workshop. He too has stated that he does not maintain any attendance register or any other register for the workmen employed by him nor does he maintain any regular account for his workshop. According to him also the materials for the work which he does in his workshop are supplied by the company and the coal used in the workshop are also

supplied by the company but his workshop does not require the use of electricity. According to him there are blower, hammer, chisel, punch and hand ratchet in his workshop which all belong to him, and some of them had been purchased by him from the market and some he had himself prepared. Besides manufacturing the repairing tubs he also at times prepares and manufactures crossings, cages and trippers. According to him, no welding is required when a tub or a cage is manufactured and crossings are not cut by gas cutting machine but are cut by him by his hammer in the workshop, and the holes in the crossing are made by punch. He has denied the suggestion made on behalf of the workmen that drilling of holes in the crossing can only be done by gas machine and drilling machine. He has further stated that the tenders are published on the notice board of the company and at the time of submitting tender he submits the forms that are supplied to him by the company. But no copy of any such tender has been filed in this case either by Padum Mistry (MW-2) or by the company. He has also stated that from time to time he submits in writing the materials required by him and after the materials are brought out from the stores of the company he brings them to his workshop and after completion of all work he returns the surplus material to the company including the scraps. According to him the work is done in his workshop in open space under a tree and there is a godown house attached to it where he stores materials and he pays monthly rent of Rs. 75 for the godown. But no rent receipt has been filed to show the payment of any such rent nor there is evidence to show as to whom the said godown belongs or to whom the rent is paid. My learned predecessor had found this godown to be a hutment having its walls made of loose bricks and when the door leaves of the hutment were opened they fell down giving an impression that they were fixed only sometime before the inspection and inside the said hutment only some old iron scraps were found.

30. K. N. P. Verma (MW-3) is an Engineer of the workshop of Sijua colliery of the company. He has deposed that the company invites tenders for certain work to be done on contract basis and Barhan Mistry and Padum Mistry as contractors submit their tenders and when accepted they undertake to do the work on contract basis in their own workshop situate outside the colliery premises through their own men and the company never supplies tools and other implements to them for doing the work on contract basis. He has denied that the concerned workmen work in the workshop of the company. He has, however, stated that he does not know the details of the work which the two contractors do on contract basis.

31. In his cross-examination K.N.P. Verma (MW-3) has stated that when a tender is accepted, the contractor gives his own assessment about materials to be required which is examined by him and thereafter he issues requisition slip for supply of materials and once materials are issued they are kept in the custody of the contractor. He has also stated that minor repair work in respect of tubs are done by the company in its own workshop but major repair works are always entrusted to the contractors and the company does not manufacture tubs and therefore the work of manufacturing tubs is always done by the company through contractors. He has stated that there are lathe machine, drilling machine, welding machine, and gas machine in the company's workshop. He does not remember to have ever visited the workshop of the contractors.

32. As already stated above some documents have also been not exhibited on behalf of the workmen. Ext. W-1 is a letter dated 14-6-79 addressed by the Manager of Sijua colliery to Padum Mistry, contractor, asking him to take up the job of making diamond crossing for 2 Pit Bhelatand, and advising him to contact Asstt. Manager, 15 Bottom Seam to get the material for the job. Exts W-2 to W-2(k) are gate passes issued by the Colliery Engineer of Sijua colliery to Padum Mistry which have been proved by Subhas Mistry (WW-1) as gate passes issued for getting materials from the store. Exts. W-3 to W-3(z) are material requisition forms issued under the signature of the Manager, Sijua colliery some in the name of the contractor, Barhan Mistry, and some in the name of the contractor Padum Mistry for getting materials from the store. Exts. W-4 is the original bill and Ext. W-4(a) is duplicate bill submitted by the contractor, Padum Mistry, to the company, which are not itemwise but according to the number of mazdoors employed for doing those items

of work, for example, in Ext. W-4 dated 9-10-79 the bill is for Rs. 297.60 for 16 bazree of Cat. IV mazdoors at the rate of Rs. 12.75 on account of wages and Rs. 5.85 on account of D.A., total Rs. 18.60, per mazdoor per day for making doors, windows and gate for 5 Pit.

33. On behalf of the management the documents exhibited are office copies of the work orders (Exts. M to M-14) issued by the Manager of the Sijua Colliery to the proprietors of Vishwakarma Engineering Workshop and Sharma Engineering Workshop for arranging to repair 40.5 cft. coal-tubs at the approved rate of Sijua colliery.

34. From the pleadings of the parties and the evidence adduced by them it would, thus, appear that there is a vital difference between them regarding the very existence of Sharma Engineering Workshop of Barhan Mistry and Vishwakarma Engineering Workshop of Padum Mistry outside the colliery premises or any manufacturing or repairing work of coal tubs or other items being carried on by them in their said workshops with their own machines and tools. The workmen are very categorical that there is no such Sharma Engineering Workshop of the contractor Barhan Mistry or Vishwakarma Engineering Workshop of the contractor Padum Mistry nor any manufacturing or repairing work is carried on there and the repairing and manufacturing work of coal-tubs is done by them in the workshop of the company under those contractors. On the other hand, the company is also categorical that these two workshops of those two contractors do exist outside the colliery premises and they repair and manufacture coal tubs of the company in their those workshops with their own tools and machines after obtaining work orders from the company. In the light of the local inspection note of my learned predecessor which I have already summarised above, I am, however, inclined to accept the case and evidence of the workmen that no such workshops belonging to the contractors exist at the spot which could repair and manufacture 40.5 cft. coal-tubs as the two workshops which were pointed out at the spot were simply found to be some open spaces having no boundary, fences or shed or name plate and there were also no machineries or tools worth the name there to give them a look of an engineering workshop, whereas there is a fullfledged engineering workshop of the company in which, as deposed to by K. N. P. Verma (MW-3), an engineer of the workshop, lathe machine, drilling machine, welding machine and gas machine are fitted, none of which was found at those open spaces which were pointed out as Sharma Engineering Workshop and Vishwakarma Engineering Workshop. K. N. P. Verma has no doubt stated that minor repair work in respect of tubs are done by the company in its own workshop but major repair works are always entrusted to the contractors and the company does not manufacture tubs and therefore the work of manufacturing tubs is always done by the company through contractors. But I am not inclined to accept his said evidence for the simple reason that it is unbelievable that the company with a fullfledged workshop of its own having lathe machine, drilling machine, welding machine and gas machine fitted in it will do only minor repairing work of tubs in the said workshop and entrust the major repairing work of tubs as well as manufacturing of tubs to the contractors to be done in their aforesaid two workshops having no such machinery nor having any tool worth the name. This also further becomes unbelievable in view of the evidence of the contractor Barhan Mistry (MW-1) that steel-doors are also manufactured in his workshop and the evidence of contractor Padum Mistry (MW-2) that at times he manufacture crossing, cages and trippers though their workshops are admittedly not equipped with those machineries which are, in the company's workshop, nor any such machinery was found by my learned predecessor on local inspection of the alleged two workshops of the two contractors which were practically nothing but open vacant spaces. That those alleged workshops of the two contractors are fictitious would appear from the evidence of Barhan Mistry (MW-1) and Padum Mistry (MW-2), who have stated in their cross-examination that they do not maintain any regular register for the workmen employed in their workshop to mark attendance or for payment of wages and, in fact, they do not maintain any regular account for their workshops.

35. In view of my aforesaid finding that there is no Sharma Engineering Workshop or Vishwakarma Engineering Workshop at the spot belonging to the two contractors, Barhan Mistry and Padum Mistry, the case and evidence of the company that tubs are repaired and manufactured by those

contractors in their own workshops with their own tools must, therefore, necessarily be disbelieved, and the case and evidence of the workmen that they manufacture and repair tubs in the workshop of the company under the two contractors must necessarily be believed, as the company's workshop is the only workshop situate there which could do these jobs.

36. The position which, therefore, emerges from the evidence on the record is that Barhan Mistry and Padum Mistry who are ex-employees of the company's colliery, are getting certain repairing and manufacturing work of coal tubs done at the approved rates of the company in the workshop of the company and with the materials including coal and electricity supplied by the company by appointing workmen whom they pay lower rates of wages, a blocksmith being paid a daily wage of Rs. 6.50 only and a hammerman being paid a daily wage of Rs. 6 only, though the contractors themselves charge higher rates from the company, and the difference becomes their profit or commission. In such a situation the question for consideration is whether the workmen employed by those contractors who work in the workshop of the company to repair and manufacture coal tubs, which are necessary for keeping the colliery working, can be treated as the employees of the company. In my opinion the present case is very much akin to the two Supreme Court cases reported in 3 SCLJ 1557 and 1978 Lab. I.C. 1264 (supra) which I have already discussed above, and which I need not repeat, and relying on those two Supreme Court cases I hold that the workmen employed by the contractors to work in the company's premises are the employees of the company because in the present case also as in the case reported in 1978 Lab. I.C. 1264, the work done by these workmen is an integral part of the company's coal industry, the raw materials including coal and electricity are supplied by the company; the factory premises belong to the company; the equipment and machineries used also belong to the company; the finished products are taken by the company for its own trade and defective articles are directed by the company to be rectified; the livelihood of the workmen substantially depends on labour rendered to produce goods and services for the benefit of the company, and the company has economic control over the workers' subsistence and employment if the company, for any reason, chooses off, the workers are virtually, laid off, and as in the case reported in 3 SCLJ 1557, the two contractors are ex-employees of the company and the contract with the so-called contractors is also one sided in that the company can at its choice supply the raw materials, or refuse to do so, the so-called contractors having no right to insist upon the supply of raw materials to them. In such concatenation of circumstances, the presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex-contratu or the absence of direct relationship of the workmen with the company is of consequence when, on lifting the veil or looking at the conspectus of factors governing employment, the naked truth, though draped in different paper arrangement, is discerned that the real employer is the company, not the immediate contractors.

37. That takes us to another question as to who were the workmen employed by the two contractors to work in the company's workshop in August, 1980 when this reference was made. On this point there is no reliable evidence adduced on behalf of the workmen. As already stated above none of the 11 workmen named under the heading "Sharma Engineering Workshop—Barhan Mistry: Contractor" of Annexure 'A' to the order of reference has come forward to examine himself in the witness box to press his claim, and out of the 15 workmen named under the heading "Vishwakarma Engineering Workshop—Padum Mistry: Contractor" only two have been examined, namely, Subhas Mistry (MW-1) and Madan Singh (MW-2) who have made a general statement that all the concerned workmen have been working in the workshop of the company under the two contractors, but they too have also not stated as to who is working since when. An attendance register (Ext. W-5), said to have been maintained by Padum Mistry, has, no doubt, been exhibited in this case on behalf of the workmen but that to is from 9th July, 1977 to 14th July, 1979 which does not represent the state of affairs in August, 1980 when this reference was made. There are many names of workmen in the said attendance register such as Gupteswar, Rajender, Inderdeo, Kallash Misra, Surajdeo Yadav and many others (See Attendance Register dated 4th February, 1978) who are not the concerned workmen in this case indicating that

though they were once working under the contractor Padum Mistry they ceased to work under him in the year 1980. On the other hand in the attendance register of the said date the names of the concerned workmen Mohan Mistry, Durga Mistry, Madan Singh, Ganga Mistry, Kameswar Mistry, Bajrang Singh and Sambhu Yadav do not appear. Similar is the case in respect of attendance register dated 14th July, 1979 in which the names of Dudhnath Singh, Lagan Khatic and Ramtahal Mistry appear who are not the concerned workmen and the names of the concerned workmen Kameshwar Mistry and Bajrang Mistry do not appear. In the circumstances the said attendance register can be of no assistance in determining as to who were the workmen working under those contractors in the workshop of the company in the year 1980 when this reference was made. In the absence of any reliable evidence on this point adduced on behalf of the workmen, there is no other alternative but to go by the admission of the two contractors Barhan Mistry (MW-1) and Padum Mistry (MW-2) examined on behalf of the company. Barhan Mistry (MW-1) has stated that out of the 11 workmen named in Annexure 'A' to the order of reference under "Sharma Engineering Workshop—Barhan Mistry—contractor", only Nago Vishwakarma, Tulsi Rawani and Pritam are working till now, and of the others names in the said list, Chotan Vishwakarma, Sundra Mistry, Balak Mistry, Anil Kumar and Abdul Mia were working for sometime but they had ceased to work, and the remaining workmen named in the list never worked under him. Similarly Padum Mistry (MW-2) has deposed that out of the workmen named in Annexure 'A' to the order of reference under the heading "Vishwakarma Engineering Workshop—Padum Mistry—contractor" only Sitaram Mistry, Sudheswar Mistry and Ganesh Mistry are still working and Subhas Mistry, Nandlal Mistry, Baban Mistry, Madan Singh, Ganga Mistry and Kameshwar Mistry had worked for sometime but they are not working at present, and rest of the workmen named in the said list never worked under him and he does not know them. Therefore, the benefit or regularisation of service can be given only to Nago Vishwakarma, Tulsi Rawani, Pritam, Sitaram Mistry, Sudheswar Mistry and Ganesh Mistry who are still working and not to others who had either worked in the past but had left it or who never worked under the contractors in the workshop of the company.

38. But in the absence of any evidence to show as to from what date Nago Vishwakarma, Tulsi Rawani, Pritam, Sitaram Mistry, Sudheswar Mistry and Ganesh Mistry had commenced working, ends of justice will be met if they are allowed the benefit of regularisation from the date this award becomes effective.

39. Accordingly, the services of Nago Vishwakarma, Tulsi Rawani, Pritam, Sitaram Mistry, Sudheswar Mistry and Ganesh Mistry are regularised from the date this award becomes effective from which date they would be entitled to be treated as permanent workmen of the company and will be entitled to wages as admissible to them under NCWA-II and their seniority will also count from that date. So far as the other workmen named in Annexure 'A' to the reference are concerned, the reference is answered in the negative, and it is held that they are not entitled to any relief whatsoever.

40. The reference is answered accordingly. In the circumstances there will be no order for cost.

MANORANJAN PRASAD, Presiding Officer

[JL-20012(150)/80-D.III(A)]

A.V.S. SARMA, Desk Officer.

New Delhi, the 25th November, 1982

S.O. 4115.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 2, Bombay, in the industrial dispute between the employers in relation to the management of Mormugao Port Trust and their workmen, which was received by the Central Government on the 17th November, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/27 of 1982

PARTIES :

Employers in relation to the management of Mormugao Port Trust

AND

Their workmen.

APPEARANCES :

For the Employers—Shri A. B. Gadgil, Deputy Secretary.

For the workmen—1. Shri S. K. Shetye, General Secretary, A.I.P. & D. Workers Federation 2. Shri V. K. Redkar, General Secretary Mormugao Port and Dock (Non-Ministerial), Workers' Union.

INDUSTRY : Port & Docks STATE : Goa Daman & Diu

Bombay, the 2nd November, 1982

AWARD

By their order No. 1-36011/7/81-D. IV (A) dated 3-5-1982 the Central Government have referred the following dispute for adjudication under Section 10 (1) (d) of the Industrial Disputes Act, 1947:—

Whether the action of the Mormugao Port Trust Administration in refusing to pay the relieving overtime to the workmen of Mechanical Ore Handling Plant, for the period from 1-8-1981 to 31-8-1981 is justified? If not, to what relief are the concerned workmen entitled?"

2. The whole dispute revolves on the interpretation of the settlement arrived at between the Mormugao port & Dock (Non-Ministerial) workmen' Union, who is also espousing the cause of the workmen and the Management of the Mormugao Port Trust whereby it was agreed in clause 3 of the settlement as follows:—

"The authorities of Mormugao Port Trust agree to increase the Relieving Overtime from 1/2 hour to 1 hour w.e.f. 12-10-1980 when working in normal shift to ensure continuous operation without break either for lunch or for shift changing, as prevailing in Madras Port Trust. The arrears payable in this regard for the period from 12-10-1980 to 28-2-1981 From March, 1981 onwards the Relieving Overtime will be paid on or before 31-3-1981. From March, 1981 onwards the Relieving Overtime will be paid along with the wages for each Calendar month. In view of the above the Union agreed not to press their demand on Reporting Allowance @ Rs. 10/- per ship, for the present."

3. Now it so happened that by notice dated 31-7-1981 the Chief Mechanical Engineer notified that on completion of loading of "m.w. Stove Transport" the M.O.H.P. that is the Plant where the workmen are working will be shut down for maintenance for a few weeks and detailed programme will be made by the respective officers since there will be no operation of the plant, the staff posted in the shift were instructed not to wait to be relieved. It was further notified that in case, anyone is required to stay on will be relieved or in order to continue to work on overtime, instructions will be issued to individuals concerned. By another notification dated 16-9-1981 the earlier notification was superseded and the MOHP was to start working from the date stated in the notification. The dispute relates to the period when the plant was notified to be shut down for maintenance. It is the contention of the Union that since the overtime was agreed to be paid for one hour under the terms of settlement, even during the relevant period overtime has to be paid and its denial amounts to wrongful one, against which the case of the management is that since the working of the plant which is a continuous operation was stopped and since the plant was shut down for the purpose of maintenance not requiring minute to minute attention of the workmen, the overtime as agreed to be paid during the operation, need not be paid and hence the withdrawal for the short period.

4. On the above pleading the following issues arise for determination and my findings thereon are :—

ISSUES	FINDINGS
1. Was it incumbent on the employees in the employment of Mormugao Port Trust Administration to wait till being relieved by their co-workers at the time of shift change or recess?	
1A. Whether workmen in M.O.H. Plant are entitled to overtime wages for one hour, even when the plant is not operated? Has it become a condition of service?	No
2. Whether the management specifically informed these workmen that as soon as their duty period ended they were this to go home without waiting for being relieved	Yes
3. Was it valid and legal?	Yes
4. If the answer on issue No. 2 is in the affirmative whether these workmen are entitled to claim overtime wages during the period from 1-8-1981 to 31-8-1981?	No
5. Whether the claim is justified?	No
6. If not are these workmen entitled to any relief?	No

REASONS

5. The plain reading of the terms of settlement substantiate the case of the management. It is further supported by the evidence of Plant Manager whose evidence is at Ex. 8/M whereby he is speaking that when the plant is not in operation constant attention is not necessary. It is really immaterial whether the workmen are permitted to leave the plant premises or not. If their constant attention is not necessary then whether by rotation they take lunch in the canteen or lunch in the plant itself would not make many difference because what shall highlight the case of the workmen is the constant attention and the resultant necessity of waiting near the machine either till the arrival of the reliever or the arrival of somebody else for relieving for lunch break. As soon as the factor of constant attention is absent which is evident when the plant is shut down what is stated by Shri Nadkarni and what is also evident from the very clause of settlement itself, the very need of paying built-in-overtime would disappear and in that case even the settlement which can be said to have become part of the condition of service is not going to help the case of workmen.

5. It was tried to be urged that at Madras even in such closure period overtime is paid. Unfortunately there is nothing on record which would justified the comparison and therefore the grant of relieving overtime. Had there been any evidence from which such inference was possible the finding would have been different. Furthermore Shri Nadkarni has stated that the condition at Madras are different than those prevailing at Mormugao. In the absence of material contra to what is stated by the witness there is no reason to disbelieve his evidence.

6. The result is that when there is no constant attention necessary for which notification is issued and for which attention of the workmen has been drawn, in my view, the clause in the settlement, would not permit the workmen to claim what is known as relieving overtime, as such the claim cannot be said to be justified. Award accordingly.

M. A. DESHPANDE, Presiding Officer

[No. L-36011(7)/81-D.IV(A)]

Dt. 25-11-82

S.O. 4116.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management

of Calcutta Port Trust (Haldia Dock Complex), and their workmen, which was received by the Central Government on the 17th November, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : CALCUTTA

Reference No. 88 of 1980

PARTIES :

Employers in relation to the management of Calcutta Port Trust (Haldia Dock Complex).

AND

Their Workmen.

PRESENT :

Mr. Justice M. P. Sharma—Presiding Officer.

APPEARANCES :

On behalf of Employers—Mr. Indranil Mukherjee, Junior Assistant Manager (IR).

On behalf of Workmen—Mr. Paresh Bose, Asstt. Secretary with Mr. K. Banerjee, Assistant Secretary of the Union.

STATE West Bengal

INDUSTRY : Port & Dock

AWARD

By Order No. L-32011/11/80-D.IV(A) dated 6 November 1980 the Government of India, Ministry of Labour referred the following industrial dispute for adjudication to this Tribunal :

"Whether the management in relation to Calcutta Port Trust (Haldia Dock Complex) are justified in denying the payment of extra 25 per cent consolidated overtime allowance and free provision to the crew attached to launches 'Mahua', 'Mandar' and 'Ketaki', and shore crew posted at Haldia from Calcutta, with effect from 26th February, 1977? If not, to what relief are the concerned workmen entitled?"

2. From the terms of reference it is obvious that the launch crew and the shore crew have been posted at Haldia from Calcutta establishment of Calcutta Port Trust (briefly, CPT) and they have been denied extra 25 per cent consolidated overtime and free provisions. The shore crew comprise those who are engaged as shore crew of the Marine Operations Division, Haldia Dock Complex. The Launch crew are those who man the three Haldia based launches, namely, Mahua, Mandar and Ketaki. The question is whether the denial by the management is justified. The management contends that three launches, namely Mahua, Mandar and Ketaki are Haldia based (a fact disputed by the workmen) and as per tripartite settlement dated 13 January 1977 arrived at before the Assistant Labour Commissioner (Central), Calcutta the management is not bound to pay the Overtime or provide the provision as demanded by the crews.

3. In my opinion the stand taken by the management is not correct. Overtime is paid or provision is supplied to man and not to vessel. The launch crew and shore crew in the present case were admittedly transferred in February 1977 from Calcutta and posted at Haldia Dock Complex with lien on their service at Calcutta and hence, I think, they should be treated as Calcutta based staff and, therefore, they would be entitled from the date of transfer onwards to 25 per cent extra consolidated overtime in addition to 55 per cent consolidated overtime allowance (25 plus 55—80 per cent) which they are paid when at Calcutta and they will also be entitled to free provisions or cash allowance (@Rs. 7.50 each per day) in lieu thereof because of their posting at Haldia as per existing practice. The management argues that the settlement dated 13 January 1977 has no relevance to the Launch crew and the shore crew of Haldia, that these crews have ceased to be Calcutta staff being now under the Manager, Marine Operations, Haldia and that the said settlement is applicable only to crews of vessels of Calcutta establishment of CPT required to operate beyond Budget-Budget. It is an admitted fact that the concerned workman had been posted at Haldia with effect from 26 February 1977 with lien on their service at Calcutta. This fact has not been controverted

in the written statement of the management. Their parent post therefore remains at Calcutta because that is the implication of the word 'lien'. This is a strong circumstance to indicate that they should be treated as Calcutta based staff. Haldia Dock Complex although a separate establishment, is admittedly under the complete control and management of the C.P.T. According to the workman the launch crew and the shore crew who are concerned in this case are Calcutta based and as per tripartite settlement dated 13 January 1977, which provides that the concerned launch crew and the shore crew transferred from Calcutta to Haldia from February 1977 will be entitled to 25 per cent additional overtime allowance and free provisions or cash value equivalent to free provisions from the date of their transfers, they are entitled to the same. The management submits that the concerned crew should be treated as Haldia based. According to the management the shore crew of Marindo Operations Division were the surplus crew of Calcutta establishment and therefore in terms of the discussions held on 17 June 1976 between the management and the representatives of C.P.S.U. before the Labour Minister of West Bengal (as per request of the Union) it was decided to adjust these surplus men at Haldia and, therefore, there is no question of their being continued to be treated as Calcutta based. Further more, it is said that prior to physically transferring these persons to Haldia to act under the Manager (MO) of Haldia Dock Complex several discussions were held with the Union and in consultation with the union the nomenclatures of these crews were changed as to avoid future complications, if any. The management further says that the Launch crew of Marine Operations Division of Haldia Dock Complex had also been posted in Haldia through several discussions with the union, and the Union had agreed to accept the above system.

4. In my opinion, merely because some of the crews were thought to be surplus and were sent to Haldia is not a sufficient ground to hold that they are Haldia based when admittedly they have lien on their service at Calcutta. The management reads the agreement dated 13 January 1977 (Annexure 7 to the written statement of the management) in the following manner

the control of Director of Marine Department under the control of Director of Marine Department and Chief Mechanical Engineer and operating within the port limit when deployed for work beyond Budge-Budge including work at Haldia shall be paid in addition to the consolidated overtime of 55 per cent of gross wages 25 per cent additional consolidated overtime allowance on Gross Wages or two hours fixed overtime and two hours fixed recess per day. The special allowance equal to 25 per cent of gross wages would consist of basic pay, Dearness Allowance, Additional Dearness Allowance and City compensatory allowance. It was also agreed that payment of special allowance @25 per cent of gross wages would be made on pro-rata basis for the period of deployment of crew beyond Budge-Budge including work at Haldia. It was further agreed that the crew of the vessels and crafts on their deployment beyond the port limit including the work at Haldia would be paid Rs. 5.50 per diem in lieu of supply of free provision including rationed commodities/meat and fish etc."

After considering the submissions of the parties I am of the opinion that the concerned crews should be treated as Calcutta based and as such their claim must be held to be genuine. Assuming, however, for the sake of argument that the issue as to whether they are Calcutta based or Haldia based is not easy to answer, the fact being that they are posted Haldia but they have lien at Calcutta, the benefit of doubt should go to the weather section, namely, the workmen. The contention of the management, therefore, has no force.

5. Before I part with this case I would like to mention that the parties have filed a number of documents showing that several disputes arose between the parties earlier also and that there were several discussions between them. But in the view which I have expressed above I do not think it necessary to refer or discuss those documents. The only issue in this case is whether the concerned crew are Haldia based or Calcutta based. I have already discussed this question. I would not, therefore, discuss any other document in the circumstances of this case as they are not necessary for the decision in the instant case.

6. In the result, I hold that the management in relation to the Calcutta Port Trust (Haldia Dock Complex) are not justified in denying the payment of extra 25 per cent consolidated overtime allowance and free provisions to the crews attached to launches Mahua, Mandar and Ketaki and shore crew posted at Haldia from Calcutta with effect from 26 February 1977. In my opinion the concerned crews are entitled to the following relief they should be paid extra 25 per cent consolidated overtime allowance and free provision for the period from 26 February 1977 to 31 March 1978 and from August 1979 till date and onwards as prayed for.

This is my award.

Dated, Calcutta,
The 4th November, 1982.

M. P. SINGH, Presiding Officer.
[No. L-320(11)/80-D.IV(A)]

S.O. 4117.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Calcutta Port Trust, Calcutta and their workmen, which was received by the Central Government on the 17th November, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 13 of 1979

PARTIES :

Employer in relation to the management of Calcutta Port Trust, Calcutta

AND

Their workmen

APPEARANCES :

On behalf of Employers—Mr. D. K. Mukherjee, Industrial Relations Officer.

On behalf of Workmen—Mr. D. L. Sen Gupta, Vice-President of the Union.

STATE : West Bengal

INDUSTRY : Port & Dock

AWARD

The following dispute was sent to this Tribunal for adjudication by the Government of India, Ministry of Labour, under Order No. L-32011(9)/78-D.IV(A) dated 5th March 1979;

"Whether the management in relation to Calcutta Port Trust, Calcutta are justified in refusing the scale of pay of Motor Driver to Saravashri Abdul Rahim, Dayal Singh, P. Halder, Ram Deo Pd., Garori Pd., Ram Nath Singh, Abdul Majir and Bakridu, Security Guards under Vigilance and Security Department, from 1969 onwards? If not, to what relief are the concerned workmen entitled?"

2. In my opinion the reference has to be answered in the affirmative and if so no relief can be granted to the concerned workmen. Admittedly the concerned workmen were appointed and posted as Security Guards and still they are Security Guards. Security Guards are employed under the Security Establishment under the Vigilance and Security Adviser. This establishment is one of the several establishment of the "Secretary's Department" of the Calcutta Port Trust (CPT). The concerned workmen were never appointed or posted as motor drivers, though they have done the work of motor driving for long. In fact there is no post of motor driver in this establishment. The pay scale of the Security Guard in the year 1969 was Rs. 100-130 which was revised to Rs. 330-426 with effect from 1-1-1974. This Security

department is quite separate and distinct from the Central Transport Section under the Chief Mechanical Engineer (CME) Motor drivers are employed in Central Transport Section under the CME. Vehicles required in other departments are supplied from there along with drivers. The post of drivers are in the Central Transport section. The pay scale of motor driver in 1969 was Rs. 150-225 which was also revised to Rs. 425-660 with effect from 1-1-1974.

3. It seems that some of the security guards held driving licence and they were allowed to drive the motor vehicles under the Security department with the permission of the Vigilance & Security Officer for giving experience with the remote prospect for being adjusted as motor drivers in the Central Transport Section in the department of CME. For this work they got extra pay (in addition to their own pay), the same being the wage difference between the minimum pay of the driver of the Central Transport Section and the pay of the security guard of the Security department. Some such security guards (Balaram Kundu, Susil Kr. Adak, Mahabir Rajbanshi and Sylvana Kundu) were in fact absorbed as motor drivers in the Central Transport Section under CME after appearing in the test conducted for filling the post of drivers. Out of the concerned workmen of this case Dayal Singh has already been adjusted and Bakridu has retired from service with effect from 24 April 1978. That method of recruitment still continues. There is no question of promotion as no post of driver exists in the security establishment. There is, therefore, no promotional channel. It is only a question of adjustment in due course if and when occasion arises for filling up the vacant post of a driver in the CME department.

4. From the facts of this it is quite clear that only adjustment is made in the sense that security guards who have been driving motor vehicles as motor drivers are absorbed in the vacancies of drivers in the department of CME. According to evidence, oral and documentary which is on record, it is apparent that it is merely a question of adjustment. WW-1 Sri Paresh Bose himself deposed in-chief that he made representations to the management for adjusting the security guards as drivers. He says "I wanted them to be adjusted as drivers and consequently adjustment in the scale of pay of drivers." There are several letters collectively marked Exhibit W-3 which also go to prove that the workmen themselves wanted to be adjusted and absorbed as motor drivers. Ext. W-3 dated 30 April 1973, another letter dated 14 January 1974, another letter dated 24 April 1974, another letter dated 15 November 1974 and another letter dated 10 May 1976 (all collectively marked Ext. W-3) all indicate that the workmen wanted the creation of regular posts and to be absorbed as motor drivers. It is not the case of the workmen that they were ever appointed or posted as motor drivers. The peculiar feature of the present case is that the concerned security guards want to get the scale of pay with all service benefits attached thereto including the annual increment of motor drivers as of right without ever being appointed and posted as motor drivers, simply because they have been allowed by the administration to drive motor vehicles in the Security section for purpose of obtaining training and to acquire experience. This is not permissible in law or equity. Scale of pay is always attached to a post and it is filed only in respect of those persons who held that post.

5. Sri Sen Gupta, appearing for the workmen, contended that it is not open to the management to retain the services of the drivers only during the time when they require them and to order them to relinquish their duties as driver and to go back to perform their out-door duties as security guards whenever they desire (evidence of MW-1B. Sen Gupta has been referred to in this connection). In my opinion this contention has no merit. Whenever there will be want of required number of vehicles in the security department the security guards who are licensed drivers will have to be sent back to do the duties of security guards because that is their substantive post. They are reverted not because of any stigma or misconduct or any fault of their own and by way of penalty but simply because there are not sufficient number of vehicles. Their chance of future adjustment in the vacancies of the post of motor drivers in the department of CME is not at all affected by the reversion. The facts of this case clearly show that there cannot be a continuous duty of motor drivers in the security department. It depends upon the availability of required number of vehicles. The security guards can get only allowance as and when they are required to drive the

vehicles. They cannot claim to be full fledged drivers as if they have been appointed and posted as such. The contention thus fails.

6. Sri Sen Gupta next submitted that the workmen have been making a series of representations to the CPT right from the year 1970 demanding redress of their grievances but the management has not given them any relief although it had assured sympathetic consideration. The management denies that they have ever assured sympathetic consideration. This argument also is of no assistance to the concerned workmen for the simple reason that they have no right to the scale of pay of motor drivers. I have already said that they are not motor vehicles although they drive motor vehicles. I have used the word "motor-driver" here in the sense of having been appointed and posted as such. Making a series of representations cannot give them any right to the scale of pay of motor driver.

7. Sri Sen Gupta next argued that the Wage Board had fixed the scale of pay irrespective of any post as sanctioned and it cannot vary from department to department. He submits that the act of the management in not giving the scale of pay motor drivers, i.e. to the concerned security guards is not fair. In my opinion the argument is not impressive. Admittedly the pay scale of security guard is quite different from the pay scale of the motor driver and they cannot be entitled to the same scale of pay. The argument thus has no force.

8. Mr. Mukherjee appearing for the management argued that this reference is confined only to the scale of pay and not any other service benefits like dearness allowance, House rent allowance, City Compensatory allowance, holiday allowance, overtime, increment, etc. and that the workmen are not entitled to argue that they are also entitled to other service benefits. Sri Sen Gupta submits that under Sec. 10(4) of the Industrial Disputes Act the Industrial Tribunal can consider incidental matters also. I think that it is wholly unnecessary to enter into a discussion on this aspect of the matter because of the view which I have expressed above. When the concerned workmen are not entitled to scales of pay of driver, no question arises to give any other benefit.

9. Sri Sen Gupta next urged that this Industrial Tribunal has power to create post and in view of the fact that the concerned workmen have been driving motor vehicles from 1969 and 1971 regular posts should be ordered to be created. In my opinion, it can never be proper for the Industrial Tribunal to pass such an order. It will create chaos in the administration. The point has no force.

10. Before I part with this case I would like to mention that it is not necessary to refer to other evidence, oral or documentary.

11. In the result, I hold that the management in relation to the Calcutta Port Trust, Calcutta are justified in refusing the scale of pay of motor driver to Sarvashree Abdul Rahim, Dayal Singh, P. Halder, Ram Deo Pd., Gerori Pd., Ram Nath Singh, Abdul Majid and Bakridu, Security Guards under Vigilance and Security Department from 1969 onwards. The workmen are therefore not entitled to any relief.

Dated, Calcutta,

The 6th November, 1982.

[No. L-32011(9)/78-D.IV(A)]

M. P. SINGH, Presiding Officer.

New Delhi, the 2nd December, 1982

S.O. 4118.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay in the industrial dispute between the employers in relation to the management of Mormugao Port Trust, Goa and their workmen, which was received by the Central Government on the 18th November, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO 2, BOMBAY

Reference No CGIT-2/18 of 1981

PARTIES.

Employers in relation to the Management of Mormugao
Port Trust, Goa

AND

Their workmen

APPEARANCES :

For the Employers—Shri A. B. Gadgil, Dy. Secretary.

For the workmen—1. Shri S. K. Shetye, General Secretary, A.I.P.&DW Federation, 2. Shri V. K. Redkar, General Secretary, MP&D (Non-Ministerial) Workers' Union.

INDUSTRY : Port & Docks STATE : Goa Daman & Diu

Bombay, dated the 2nd November, 1982

AWARD

(Dictated in the open Court)

By their order No. I-36011/7/80-D.IV(A) dated 13-8-1981 the Central Government have referred the following dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the management of Mormugao Port Trust are justified in not granting the scale of pay of Rs. 425-11-436-EB-13-540-EB-18-660 of Skilled category to the Pump Operators working in Mechanical Engineering Department of the Port Trust? If not, to what relief are the concerned workmen entitled?"

2. To substantiate the demand of the Union who is espousing case of the workmen, the Mormugao Port and Dock (Non-Ministerial) Workers Union has filed statement of claims at Ex. 2/W whereby it is contended that the Pump Operators on whose behalf the present dispute has been raised work under the supervision of the Electrical Engineer and under the direct control of Chief Mechanical Engineer, Mormugao Port Trust. It is contended that in all 19 Pump sets are fitted at various locations for supplying water to Mormugao Port Trust premises including Bungalows, officers' staff colonies etc. to which supply of water is drawn from two points, one is from the Government main line and other one from the wells those coming under the jurisdiction of the Port Trust. The Union contends that the pump operated by the Fitters, of Civil Engineering Department and by the Pump Operators working under the Chief Mechanical Engineer, Mormugao Port Trust whereby out of 19 pump sets 12 pump sets coming under the jurisdiction of the Chief Mechanical Engineer, M.P.T. while the remaining 7 fall under the control of the Chief Engineer, Civil Engineering Department.

3. While narrating the duties of the Pump Operators operation is stated to be all round the shifts of 24 hours. The Union states that these Pump Operators carry out the regular maintenance, in case of failure of Pump sets due to air-lock, working-out of gland packing, tripping of feeders due to overload; they are also required to undertake regular greasing and cleaning of pump sets. It is complained that though the nature of duties of the Pump Operators and those in the Civil Engineering Department is one and the same the Pump Operators are placed in the grade 350-470 namely in the category of semi-skilled, whereas the fitters are placed in the grade of Rs. 425-660, skilled grade. It is therefore urged that fixation of different scales of pay for the same type of work has resulted in anomaly despite similar duties and responsibilities. The Union further contends that the promotions of Pump Operators are from the category of Assistant Wireman which fact itself according to the Union focuses the injustice being done to them. It is

alleged that despite having the matter referred to the Conciliation Officer, since conciliation could not be arrived at ultimately this has resulted in the present order of reference.

4 In reply to this statement of claim we have got the written statement of the management at Ex. 3/M whereby they have denied the demand advanced on behalf of the Pump Operators. It is alleged that the scale of Rs. 350-470 granted to the Pump Operators was in accordance with the recommendations of the Wage Revision Committee as approved by the Ministry of Shipping and Transport, Government of India. Regarding the two different scales for the same type of work it is the contention of the management that the staff operating the sewage plant is required to attend to the maintenance and general repairs of the plant and hence are included in the skilled category while there is no post equivalent to Pump Operators in the Civil Engineering Department. In the said department it is further urged the work of starting and switching of the Pump and regulating supply of water is undertaken by the Khalasees of Civil Engineer Department whose scale of pay is Rs. 325-415 against which scale the pump operators in Power House, Mechanical Engineering Department is higher in the scale of Rs. 350-470. The management then contends that these posts of pump operators were created for giving promotional opportunities to the unqualified Khalasees with long experience. It is also contended that the requirement of Wireman's permit is not applicable in case of promotees and that the said permits have no significance in the case of promotion. Lastly it is urged that the job of pump operator is not at all skilled and therefore the demand for higher scale cannot be said to be justified.

5. On the strength of these pleadings the following issues arise for consideration and my findings thereon are :—

ISSUES	FINDINGS
1. Whether the Pump Operators serving under the Mech. Engineer belong to skilled category?	No
2. Whether the work of Pump Operators under Chief Mech. Engineer and that performed by the Fitters in Civil Engineering Department is identical in nature?	No
3. Are the Pump Operators working in Mech. Engineering Department entitled to the scale of wages as claimed?	No
4. If not, are they entitled to any other relief?	No

REASONS

6. As is evident from the pleadings, in order to justify the demand for higher scale, what the Union is trying to plead is that the work of the Pump Operator is of the same type as that of the Fitters in Civil Engineering Department and it is therefore urged that since the fitters are drawing more salary, and since similar work is undertaken by the Pump Operators placed in the Chief Mechanical Engineer's Department, the rule of equal pay for equal work should prevail. What is therefore to be seen is whether the Fitters in the Civil Engineering Department are in fact carrying on the same type of duties as undertaken by the Pump Operators. If this fact is established then merely because the operators are placed in some other department they cannot be deprived of the benefits of the grade enjoyed by the Fitters. Against this if there is no proof on this point, then the case of the Union must fail. To substantiate their version the Union has examined Shri Sheikh Mohamed Ali and Shri Salla Khan Suleman Khan the two witnesses who are working as Pump Operators and therefore who can be said to have knowledge of the working done by them. Against this there is evidence of Assistant Engineer and the Executive Engineer cited by the management in order to establish the difference in duties of fitters in Civil Engineering Department. There is also a third witness cited by the Union of Shri V. R. Redkar who is serving in Traffic Department of the Mormugao Port Trust examined to prove the working in the Bombay Port Trust

7. The witness namely Sheikh Mohamed Ali in his evidence has narrated the nature of his duties namely (a) to operate the pump sets, (b) to record meter reading, (c) to replace the glanded sacking, (d) to remove air block, (e) to attend tripping of the feeder and (f) to carry out regular greasing and cleaning.

8. Even the second witness Shri Sallakhan Sulemankhan has stated the same thing and it is the contention of these witnesses that similar pump sets are being operated by the Fitters who admittedly are placed in the skilled category. That these fitters are drawing more salary is also an admitted fact. However, in the cross-examination of Shri Sheikh Ali the management has brought on record the difference in the work of a Fitter and the pump operator. The first witness admits that it is a fact that fitters in the Civil Engineering Department lay down pipes and perform other plumbing jobs which the pump operators are not expected to do. The very premise therefore on which the case of the Union stands, namely equal pay for equal work gets a blow or a goby by this admission. Furthermore Shri Salla Khan Sulemankhan has also admitted in the cross-examination that he was required to put on the fuse, replace the gland packing and grease the motors, but if there is any more complication then the help of a Fitter is asked for. From this admission it is evident that these pump operators were performing simple type of duty and as soon as the work becomes of a complicated nature, outside help is called for.

9. The admission of the first Union witness regarding the difference in the nature of duties in the case of pump Operators and Fitters is further strengthened by the evidence of the management's witness Shri Gaunkar who is serving as an Assistant Engineer in the Civil Engineering Department and who says that the Fitters working under him perform the duties of maintenance of pipe lines, laying of pipe lines, fixing sanitary wares and repairs to the water supply fittings while the work of operating the pump in his department is done by the khalasis for whom there is no qualification specified. In the cross examination it is stated by the witness that if the motor goes out of order or the pumps, the fitters are not expected to carry out the work but merely informs the Chief Mechanical Engineer who depute somebody to get the repairs done. It is also stated that air locks in the pipes are removed by the Fitters while the air locks in the pump are removed by the khalasis in the Civil Engineering Department. The sum and substance of this evidence is that the very theory of the Union in support of their contention that the fitters in Civil Engineering Department who are placed in the skilled category are performing similar type of work as done by the pump operators stands unsubstantiated. Fitters in the Civil Engineering Department as evidence goes undertake additional and different type of duties than those of the pump Operators and as such the comparison in the two types of work cannot be possible.

10. Having noticed this discrepancy and lack of sufficient proof the Union decided to examine Shri Redkar who is in the service of the Traffic Department of the Mormugao Port Trust and also the General Secretary of the Union in question. He says that he visited the Bombay Port Trust CME Department where he noticed that the post of pump Operator is treated as skilled category and that their work is similar to that of their counterpart in C.M.E. department, Mormugao Port Trust. It is further stated that the pumps at Bombay are of lesser Horse Power than those at Goa. Now really speaking if for equal work equal pay was to be relied upon, what was expected, as a sort of proof, of the Union, somebody from the Bombay Port Trust itself who could have the point which the Union wanted to establish. Had there been any evidence from somebody from the Bombay Port Trust about the facts tried to be stated by Shri Redkar, the information coming from the first hand knowledge would have been authentic. Shri Redkar has admitted that his base is the talk with the Leading and Charge man and had admitted that he possessed no duty list of the Pump Operators at Bombay and to suggest that he is interested in the present litigation, in the cross-examination it is admitted that the difference in working and pay structure in Bombay was not brought during the conciliation proceedings. It is therefore urged that his evidence cannot be said to be of disinterested witness, but apart from this when the working of the Bombay Port Trust was to be established for the purpose of comparison, what was expected was the first hand knowledge and since nobody of the Bombay Port Trust was cited merely because Shri Redkar says that the work of pump operators is of similar type, no conclusions can be based particularly when in the statement of claim we do not find any refer-

ence to the working at Bombay and therefore no opportunity to the other side to refute the said allegation. In the statement of claim as already stated the comparison was made of the working in Civil Engineering Department and the work of the Pump Operators in the Mechanical Engineering Department and nothing further and when the said comparison was found to be not workable because of the admissions of the witnesses in the cross-examination an attempt seems to have been made to cite Shri Redkar as a witness. Here again because he is not working at Bombay but he is working at Mormugao Port Trust his knowledge cannot be said to be authentic so as to note a findings one way or other.

11. Once it is held that the work of Pump Operators varies from the work of the Fitters, the only point remains to be determined is whether the work of the Pump Operators can be said to be of skilled type so that emoluments of skilled category can be ordered to be paid. Now the very nature of the duties narrated by the two Union witnesses in their respective evidence illustrates that the work is of simple type. At clause of affidavit of Shri S. S. Khan he has stated that they operate the Pump sets thereby meaning that they switch on and switch off the pump sets which does not require any special knowledge. Clause 3(b) he has stated they record the meter reading here again rudimentary knowledge of the meter can help in recording the reading. At clause (c) it is stated that they replace the gland packings, a fact denied by the management witness but assuming that they do undertake this work what is meant thereby is to remove joint of the pipes to replace the packing and re-join the same. This action I do not think requires any special knowledge but would require only physical strength. In Clause (d) it is stated that they are doing the work of removal of air-lock but it is common knowledge that for removal of the air from the pipes one has to operate the valve thereby obstruction to flow of liquid or water is removed. In Clause (e) it is stated that they attend to tripping of feeders but here again it is the common knowledge that is by virtue of overload the feeder trips, then to restart the button is to be pushed whereby the pump starts operating. It is stated in clause (f) that they carry out regular greasing and cleaning. Here again it is common knowledge, it cannot be said to be expertise work but ordinary work of grease putting and cleaning with the rags. The word skilled is nowhere defined and therefore we will have to refer to the dictionary meaning where it means requiring skill and experience. I have narrated the work undertaken by the Pump Operators, it is already pointed out requiring no repetition that the work is not such which would expect any skill, experience and knowledge from these pump operators who of course have risen from the Watchmen category.

12. My attention in this connection has been drawn to the recruitment rules for the post of Pump Operators which are on record and where the educational and other qualifications required for direct recruitment are stated to be Wiremen Permit of State Government or equivalent and about five years experience in operation, maintenance of pumps. It was urged on behalf of the Union that the very fact that the qualification of Wireman was necessary for holding the post of Pump Operator indicates that it is a skilled category and therefore the pay scale of Wiremen must be extended to the category of Pump Operators. No doubt that the Wiremen would be falling in the skilled category but merely because the educational and other qualifications of that category are laid down, would not necessarily go to term the pump operators also of the skilled category particularly when the evidence is something different, when the evidence is that invariably the posts of Pump Operators were filled in on promotion and lastly when the duties of the Pump Operators are different than those of Fitters in the Civil Engineering Department. Consequently when the comparison with the Fitters of the Civil Engineering Department is not possible, when there is no sufficient proof that the duties performed by the Pump Operators are identical to those placed in similar category at Mormugao Port Trust and when the other material is lacking, no conclusion that the Pump Operators belong to the category deserving higher pay is possible, with the result the reference must fail.

Award accordingly.

No order as to costs.

Dated : 10-11-82.

M. A. DESHPANDE, Presiding Officer
[No. L-36011/7/80(DIV(A))]
T. B. SITARAMAN, Desk Officer

New Delhi, the 26th November, 1982

S.O. 4119.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Amritnagar Colliery of Messrs Eastern Coalfields Limited, and their workmen, which was received by the Central Government on the 24th November, 1982.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA**

Reference No. 18 of 1980

PARTIES :

Employers in relation to the management of Amritnagar Colliery of Eastern Coalfields Limited

AND

Their Workmen.

APPEARANCES :

On behalf of Employers—Mr. Nikhilesh Das, Advocate with Mr. S. P. Srivastava, Deputy Personnel Manager.

On behalf of workmen—Mr. D. L. Sen Gupta, Advocate, with Mr. S Bhattacharya, Advocate.

STATE : West Bengal**INDUSTRY :** Coal Mine.**AWARD**

The following dispute was referred to this Tribunal for adjudication by the Government of India, Ministry of Labour by Order No. L-19012(37)/79-D.IV(B) dated 26-2-1980 :

"Whether the action of the management of Amritnagar Selected Colliery of Eastern Coalfields Limited, P.O. Raniganj, District Burdwan in refusing employment to Shri Ibrahim Mia Underground Loader with effect from 17th November, 1975 is justified. If not, to what relief is the concerned workman entitled?"

2. I think that the answer should be "yes". Ibrahim Mia an underground loader in the Amritnagar Selected Colliery went on 10 days' leave (from 22nd February, 1972 to 2nd March, 1972 (vide his leave application Ext. W-1) for his house work but did not turn up for more than three and half years. He reported at the colliery for the first time only on 17th November, 1975 to resume his duties. His case is that he fell ill which affected his mental balance and that he remained under medical treatment till he was cured in 1975. He has stated in his written statement as well as in his evidence before this Tribunal that he was reporting to the management (through several letters about his illness but no reply was sent by the management. He denied that he had left service on 9th February, 1972 as recorded in B form register (Ext. M-1) of the erstwhile company M/s. Srinivasan & Sons. He filed here two medical certificates : one dated 2nd August 1975 (Ext. W-3) granted by Dr. Haribhar Prasad Mondal of Patna and the other dated 15th November, 1975 (Ext. W-2) granted by the Medical Officer, Gobardhan Singh of State Dispensary Palogori (S.P.) but curiously enough not a single chit of paper of the period 1972, 1973 and 1974 and upto July, 1975 in proof of his illness has been filed. No prescription of any doctor and no cash memo of any shop showing purchase of any medicine has been filed. No doctor has been examined. No member of his family has been examined. The above two medical certificates were obtained in August and November, 1975 and in my opinion they could easily be obtained. Except the solitary evidence of Ibrahim Mia (WW-1) there is nothing during the long period for three and half years to prove his illness. In these circumstances I am not inclined to place any reliance on the two medical certificates Exhibits W-1 and W-2.

3. WW-1 says in his written statement that he fell ill on 9-2-72 and took two days leave and as his illness was of complicated nature he went home on 10 days' leave but in the leave application he said that he went to his house for house work. I do not rely upon this witness.

4. Sri Sen Gupta appearing for the workmen argued that Ibrahim Mia has filed 10 postal receipts (collectively marked exhibit W-5) out of which six are in respect of applications sent by registered post in between the period 26 February, 1972 to 24 October 1974 and four were in respect of applications sent in 1973 and 1974 and these go to prove that the story of illness was true. In my opinion these receipts prove nothing. They can not be connected with any alleged application. No application is on record. The management says that no application was ever filed. The workman has not filed any copy of any application. No acknowledgement receipt has been filed either. So these postal receipts are of no value. In continuation of this submission Sri Sen Gupta said that the Government company had not filed the register of incoming letters and therefore adverse inference should be drawn against the company under Section 114 of the Evidence Act. The contention is not good. It is Ibrahim Mia who has put forward his story of illness. Onus to prove is on him. No adverse inference therefore can be drawn against the Government company.

5. Sri Sen Gupta next urged that entry No. 289 of the B form register (Ext. M-1) showing that Ibrahim Mia left service on 9th December, 1972 is forged and fabricated. He points out that this register was in the custody of the Welfare Department but no one from that department was brought by the management to prove the entry and that there was nothing to show under what authority, under what instruction and under what material the date 9-12-72 as being the date of termination of service was made. He submits that the said date may have been put subsequently by someone of the Government Company. In other words, his contention is that the entry regarding the termination of service on 9th December 1972 and word "left" in the remark column of that entry are not genuine. In my opinion the point has no force. There is no case in the written statement-cum-rejoinder filed by the workman that the entry is forged or fabricated. Mention of B form register was clearly made in written statement of the management but still the written statement of the workmen does not say that the entry was forged. This register belonged to the erstwhile company Messrs Srinivasan & Sons, MW-1 Himyatsinika was working as a clerk in the colliery from 1956. He is now Office-Superintendent. He has deposed that in the remark column the word "left" was written by Sri S. P. Banerjee the then Welfare Officer. He has further said that the Custodian appointed by the Government of India had put his signature on each page of the register. In cross-examination he said that Sri S. P. Banerjee was the head of the Personnel Department and had three or four clerks under him. I see no reason to disbelieve this witness. Sri Sen Gupta submitted that the management did not give any reply to the application of Ibrahim Mia dated 18th September, 1975 (Ext. W-4). In this application Ibrahim Mia stated that he was ill and though he had recovered from illness, under Doctor's advice he would not be able to start doing duty and that he would join after a month or so. Sri Sen Gupta submitted that this silence on the part of the management indicated that the entry in the B form register regarding abandonment of service was not genuine. Suffice to say that the argument is not impressive. I do not accept it.

6. Sri Sen Gupta lastly contends that when a workman applies for extension of sanctioned leave and the employer fails to inform the workman about his decision, the employer cannot be allowed to take advantage of his own wrong and make the workman liable for his failure to return to his duties on the expiry of the original leave. He relied on Dabur Pvt. Ltd. v. State of West Bengal, 1978 1 LJJ 145 at 163. The facts of that case however are different. In that case the workman had applied for extension of leave. Sufficient time in advance giving every opportunity to the employer to communicate either the grant or refusal thereof. In the present case the workman concerned has not been able to prove that he did so. It is further argued that an employee is allowed to report for duty even after expiry of leave and to offer explanation for absence without leave and that the employer is bound to consider his explanation. Reliance is placed on Rambhual Thakur Prasad v. Phoenix Mills, 1976 1 LJJ 93 (Bombay) and on Smt. Kashibai Sachidanand v. M/s Hindustan Pencils Pvt. Ltd., 1975 Lab. IC 1558. In my opinion these cases can be of no assistance to the workmen. In the instant case there was never any relationship of employer-employee between the concerned workman and the

Government company. Under Section 14 of the Coal Mines Nationalisation Act, 1973 only a person who was prior to 1st May, 1973, namely, the appointed date, in the employment of the erstwhile company can become an employee of the Government company. In the present case the possession of the coal mine of the previous owner Messrs Srinivasan & Sons was taken by the Government on 31st January, 1973 and it was nationalised on 1st May 1973. The concerned workman was unauthorisedly absent from 3rd March, 1972 (his sanctioned leave having expired on 2nd March, 1972). He left service on 9th December, 1972 as shown in the B form register of the erstwhile company. Thus he was not in the employment of the erstwhile company at the time of taking over or at the time of nationalisation and, therefore, he was not in the employment of the Government company. Section 14 of the Nationalisation Act has no application. There was thus no service relation between him and the Government company. The aforesaid decisions, therefore, are of no help.

7. For the reasons given above my award is that the action of the management of Amritnagar Selected Colliery of Eastern Coalfields Limited in refusing employment to Ibrahim Mia under-ground loader with effect from 17th November, 1975 is justified. Hence the concerned workman is not entitled to any relief.

Dated, Calcutta,

The 9th November, 1982.

M. P. SINGH, Presiding Officer

[No. L-19012(37)/79-D.IV(B)]

New Delhi, the 1st December, 1982

S.O. 4120.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Satgram Colliery of Eastern Coalfields Limited, Post office Devchandnagar, District Burdwan, and their workmen, which was received by the Central Government on the 25th November, 1982.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 27/82

PARTIES : Employers in relation to the management of Satgram Area of Eastern Coalfields Ltd., P.O. Devchandnagar, Dist. Burdwan.

AND

Their workmen

APPEARANCES : For the Employers —Sri R.S. Murthy, Advocate.

For the Workmen —Sri K. Singh, Chief Organising Secretary.

INDUSTRY : Coal. STATE : West Bengal

Dated, the 17th November, 1982

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19011(29)/81-D. IV(B) dated the 30th March, 1982.

SCHEDULE

"Whether the action of the management of Satgram Colliery of M/s. Eastern Coalfields Ltd., P.O. Devchandnagar, Dist. Burdwan in not merging incentive payment with basic wages with effect from 11-5-1980 to the workmen mentioned in Annexures 'A' & 'B' is justified? If not, what relief are the workmen entitled?

ANNEXURE-A

List of UG Trammers & Loosemen of New Satgram Colliery Pit No. 1 and Pit No. 2.

1. Saharai Mochi	UG Looseman
2. Sew Sankar Dusadh	"
3. Shyamlal Dusadh	"
4. Naket Saw	"
5. Heekem Saw	"
6. Laljee Bind	"
7. Bechan Ahir	"
8. Amar Roy	"
9. Fulchand Ahir	"
10. Baleshwar Kahar	"
11. Shyam Pati Harijan	UG Trammer
12. Eliash Mian	"
13. Mahabir Dusadh	UG Looseman
14. Ragho Mochi	"
15. Chhangoor Ram	UG Trammer
16. Anuradha Nunia	UG Looseman
17. Dukhi Dusadh	"
18. Jangi Bhuinya	"
19. Ram Bharasha Pasi	"
20. Raj Deo Mahato	"
21. Arjun Ahir	"
22. Raja Ram Ahir	"
23. Dasarath Koiri	"
24. Swami Nath Nunia	"
25. Ram Kishore Ahir	"
26. Prabhu Harijan	"
27. Rasul Mian	UG Trammer
28. Puna Bawri	"
29. Mantoo Ahir	"
30. Ismail Mian	UG Looseman
31. Ch. Lakshman Dusadh	"
32. Darogi Dusadh	"
33. Anik Kahar	"
34. Gorey Lal Dusadh	"
35. Ch. Basoo Mondal	"
36. Faguni Bhuinya	"
37. Sarju Saw	"
38. Jai Nath Yadav	UG Trammer
39. Narain Mahato	"
40. Gangu Dusadh	"
41. Ram Din Prasad	"
42. Nakoo Ahir	"
43. Sreppat Bhar	UG Looseman
44. Bagodan Ahir	"
45. Bhukhan Ahir	"
46. Bhudao Bhuinya	"
47. Habib Mian	"
48. Ramjee Dusadh	"
49. Ram Bahadur Dusadh	"
50. Ram Lagan Ahir	"
51. Rewa Singh	"
52. Ram Ashraya Koiri	"
53. Shiv Jatan Ahir	"
54. Jagarnath Nunia	"
55. Birinchi Saw	"

56. Deo Dharl Rajbhar	UG Trammer	4. Deonath Ahir	Surface Trammer
57. Alakdeo Bhuinya	"	5. Bhagwan Das Ahir	"
58. Bharat Koiri	UG Looseman	6. Narayan Ahir	"
59. Jethu Singh	UG Trammer	7. Ragho Gope	"
60. Munshi Ahir	UG Looseman	8. Chaturi Ahir	"
61. Jagdish Mochi	"	9. Muza Ahir	"
62. Nathun Mahato	"	10. Bira Gore	"
63. Ram Kewer Ahir	"	11. Deo Raj Kahar	"
64. Baij Nath Seew	"	12. Dhaneshwar Dusadh	"
65. Ram Nandan Prasad	"	13. Jew Nath Ahir	"
66. Jankhi Dusadh	"	14. Joyati Gope	"
67. Hari Kishan Bhuinya	"	15. Bechan Gope	"
68. Sukhdeo Saw	"	16. Medini Gope	"
69. Sahiban Ahir	"	17. Bhola Ahir	"
70. Ram Ratan Mochi	UG Trammer	18. Gokeel Bhuinya	"
71. Haroo Dhanik	"	19. Rameshwar Gope	"
72. Meerahu Ahir	"	20. Bindha Bhuinya	"
73. Banath Mochi	"	21. Prasad Dusadh	"
74. Suraj Nath Ahir	"	22. Kashi Koiri	Surface Looseman
75. Bal Govind Mahato	"	23. Somar Ahir	"
76. Rupan Bhuinya	UG Looseman	24. Lal Mohammad No. 1	"
77. Laljee Yadav	"	25. Jag Mohan Ahir	Surface Trammer
78. Mangek Dusadh	UG Looseman	26. Sankar Ahir	"
79. Ram Harak Ahir	"	27. Akalu Gope	Surface Trammer
80. Jattan Kahar	"	28. Sew Dutt Ahir	"
81. Dahi-Gope	"	29. Ramasis Ram	"
82. Laljee Ahir	"	30. Klsun Gope	"
83. Gul Badan Kahar	UG Trammer	31. Peary Gope	"
84. Ramadhar Ahir	"	32. Bhado Gope	"
85. Dukhi Ahir	UG Looseman	33. Nathuni Mondal	"
86. Muslim Mian	UG Trammer	34. Ghutar Gope	"
87. Shyama Teli	"	35. Falare Dusadh	"
88. Hakhroo Dusadh	UG Looseman	36. Olli Mean	"
89. Gan Pat Gope	UG Trammer	37. Sudhiram Ahir	"
90. Raj Balli Singh	"	38. Damodar Ram	"
91. Ramjee Ahir	UG Looseman	39. Siboo Gope	"
92. Sardha Misir	"	40. Nasir Mitn	"
93. Sunil Harijan	UG Trammer	41. Chandra Ahir	"
94. Bindeswar Prasad	"	42. Sitaram Ram	Surface Looseman
95. Ram Key Kouhir	UG Looseman	43. Akalu Ahir	"
96. Sew Nandan Singh	UG Trammer	44. Ram Pati Ahir	Surface Trammer
97. Sundar Mahato	"	45. Lawjee Ahir	Surface Looseman
98. Ramjew Ahir	UG Looseman	46. Basoo Gope	Surface Trammer
99. Ram Brich Ahir	UG Trammer	47. Raja Ahir	"
100. Kuwar Ahir	UG Looseman	48. Sujam Ahir	"
101. Jogeshwar Thakur	UG Trammer	49. Mohan Ahir	"
102. Bindeshwar Saw	"	50. B. Chandra Gope	"
103. Salim Mian	"	51. Lakoo Ahir	"
104. Raju Ram	"	52. Basdeo Ahir	"
105. Kailash Ram	"	53. Jagoo Ahir	"
106. Biliti Ram	"	54. Lal Mohammad No. 2	"
107. Bhola Ram Kora	"	55. Ch. Parameshwar Dusadh	"
108. Suresh Mahato	"	56. Gamu Bind	"
109. Gopal Bawri	"	57. Sew Nath Ahir	"
110. Sitaram Mahato	"	58. Sukhi Bind	"
111. Kali Kora	"	59. Shyamlal Ahir	"
112. Sukhroo	"	60. Kalpa Nath Ahir	"
113. Sew Nath Pasi	"	61. Jugal Ram	"
114. Ram Bisal	"	62. Munna Dusadh	"
		63. Bachha Kora	"
		64. Mathura Dusadh	"
		65. Arjun Kour	"
		66. Ram Govind Rajbhar	"
		67. Krishna Bhuinya	"
		68. Gajal Gope	"
		69. Blswa Nath Ahir	"
		70. Bhadar Bhuinya	"
		71. Ch. Mangal Dusadh	"
		72. Dukharan Yadav	"
		73. Bhagalu Kaur	"

ANNEXURE 'B'

List of Surface Trammers—Looseman

1. Sadho Dusadh	Surface Looseman
2. Khaju Mian	"
3. Suraj Nath Ahir	"

2. On 12-11-82 both the parties have filed a joint petition of compromise duly signed on their behalf and they pray that an award be passed in terms of the settlement.

3. I have gone through the settlement which is beneficial for the workmen.

4. In the circumstances the award is passed in terms of the settlement which shall form part of the award.

**SETTLEMENT
BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBU-
NAL NO. 3 DHANBAD
In the matter of Ref. No. 27 of 1982**

PARTIES :

Employers in relation to the management of Setgram Area of Eastern Coalfields Ltd., P.O. Devchandnagar, Dt: Burdwan, West Bengal.

AND

Their Workmen

Joint Application of Management and Workmen
For Compromise

The above mentioned Employers as well as the workmen have held joint discussions and mutually negotiated the dispute and as a result they have mutually agreed to settle the dispute on the following terms and conditions :—

(1) Agreed that clauses (1) and (2) the settlement dated 11-8-1978 (which came into force from 11-8-1978) reached between the Management of Satgram Sub-Area of Eastern Coalfields Ltd. and their workmen in respect of Trammers and Loosemen of New Satgram Unit of Satgram Colliery(R) of Eastern Coalfields Ltd. (which is annexed hereto as Annexure-1) shall stand substituted respectively by the following clauses with effect from 10th October, 1980 to 10th October, 1982.

“(1) Production ceiling in tonnes for underground trammers and loosemen for which they will get existing time rate scale is 135 loaded tubs per shift, but when the production will exceed 135 loaded tubs per shift, i.e. loaded tubs trammed and brought to the pit bottom these categories of workers will be paid 8 paise per head per tub for the particular shift concerned for the production in excess of 135 tubs provided that the number of underground trammers and Loosemen in the shift concerned does not exceed 16 in that shift each in Bogra and Satgram Seams.

In the case of surface trammers, however, the production ceiling in tonnes for them for which they will get as prevalent in time rate scale as in the year 1980 i.e. 120 loaded tubs per shifts but when the production will exceed 120 tubs per shift actually trammed, unloaded and brought to the cage in the surface, these categories of workers will be paid 8 paise per head per tub for the particular shift concerned for the production in excess of 120 tubs provided that the number of surface trammers and Loosemen in the shift concerned does not exceed 22 in that shift each in Bogra and Satgram Seams.

(2) That the incentive rate of 8 paise per head per tub in excess of ceiling fixed per shift will be considered as basic wage for all purposes.

(II) Agreed that the revised clauses (1) and (2) as above will continue to be in operation after 10th October, 1982 except that in the case of underground Trammers and Loosemen, the number of trammers and Loosemen in the shift concerned does not exceed 13 in that shift each in Bogra and Satgram Seams and the ceiling beyond which the incentive payment would be payable would be reduced from 135 loaded tubs per shift to 120 loaded tubs per shift to bring them at par with the surface Trammers.

(III) Agreed that with the change in the working conditions the incentive rate will be subject to both upward and downward revision according to changed situation, subject to mutual negotiations and agreement.

(IV) Agreed that the Management shall pay arrears to the trammers and Loosemen concerned which may become due to them as a result of implementation of clause (I) and (III) above for the periods involved and till now. Such arrears will be paid within a period of three months from the date of this application.

(V) Agreed that this in an overall settlement in full and final settlement of all the claims of both the parties arising out of Ref. No. 27 of 1982 at present pending before the Central Government Industrial Tribunal No. 3, Dhanbad.

(VI) That both the parties consider that this settlement/agreement is both fair and reasonable for both the parties involved in the reference.

In view of the above, both the parties, i.e. Employers and workmen jointly pray that the Hon'ble Tribunal may be pleased to accept the above agreement/settlement and give an award in terms thereof, by disposing of the reference accordingly.

KESHAW SINGH,

Chief Organising Secretary,
Koyla Mazdoor Congress,
Representing Workmen.

Dated 12-11-82.

**M. L. SATNALIWALA, Agent,
Satgram Colliery,**

Eastern Coalfields Limited,
P.O. Devchandnagar, Dt. Burdwan.

Sd/-

Advocate
for Employers

Sd/-

Presiding Officer

ANNEXURE-I

Representing the Employer : 1. Sri A.N. Singh, SAM,
Satgram Sub-Area

2. Sri M.L. Satnaliwala,
Manager, Satgram(F)

3. Sri S.K. Sanyal, Sr. P.O.,
Satgram S.A.

Representing the workmen: 1. Sri Sunil Sen, Org. Secretary
CMS (AIUC)

2. Sri Keshawa Singh, Chief
Org. Secy KMC.

Short Recital of the case.

The Trammers and Loosemen of New Satgram Unit of Satgram Colliery (R) for long the introduction of time cum piece rate on the plea that over and above their average for the whole year for more production some piece-rate should be introduced for them as per the spirit of National Coal Wage Agreement.

The Management considered their proposal and a series of discussion took place with the representatives of the workmen and the management. The matter has been resolved on the following terms of settlement.

Terms of Settlement

I. Production ceiling in terms for which workers will get existing time rate scale upto 175 tonnes per shift but when the production will exceed 175 tonnes the workers will get As. 2.10/ tub for u.g. loaders and 1.74 per tub for surface to be distributed among 35 to 29 trammers respectively. This works out to Rs. 0.06 paise per tub per trammer. This will be calculated on daily basis.

The piece rate of 2.10 per tub and 1.74 per tub as the case may be will be included in the calculation of the basic wages of the workers. In addition to that the existing system of carrying lime, sand bricks etc. in the course of their duty which is also deemed to have been necessary in the exercise of their work load should also be taken into consideration separately.

2. That this piece rate as mentioned in para 1 will be considered as basic for all purpose

3 That the workers will also continue to get every year their due increment in their time rate

4 With the change in the working conditions the piece rate will be a subject to both upward and downward revision according to changed situation

This solves the dispute in full and final and the same shall come into force from 11-8-1978

Signed Employers' representatives Workers representatives

1 Sri A N Singh—Sd/- 1 Sri Sunil Sen, Org Secy
2 Sri M L Satnaliwala—Sd/- (AITUC)—Sd/-
3 Sri S K Sanyal—Sd/- 2 Sri Keshwa Singh—Sd/-

cc to 1 A L C Asansol
2, R. L. C. (C) Asansol
3 C L C Delhi
4 Secy to the Ministry of Labour, New Delhi
5 C P O Hd Quarters Sanctoria
6 G M Satgram Area

Witness —

1. Sri Dhanchhan Singh (—Sd/-)
2. Shri Nand Kishore Singh (—Sd/-)

J N SINGH, Presiding Officer
[No L 19011(29)/81 D IV(B)]

S.O 4121—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No 3, Dhanbad, in the industrial dispute between the employers in relation to management of Central Coalfields Limited, Darbhanga House, Post Office Ranchi (Bihar) and their workmen which was received by the Central Government on the 25th November, 1982

BEFORE THE CENTRAL GOVERNMENT TRIBUNAL CUM-LABOUR COURT NO 3, DHANBAD

Reference No 94/80

PRESENT

Shri J N Singh,
Presiding Officer

PARTIES .

Employers in relation to the management of Central Coalfields Ltd, Darbhanga House, P O Ranchi (Bihar)

AND

Their workmen

APPEARANCES .

For the Employers—Shri T P Chowdhury, Advocate

For the Workmen—Shri M M Saha

INDUSTRY Coal STATE Bihar

Dated, the 17th November, 1982

AWARD

The Govt of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 1947 forwarded the dispute to the Central Government Industrial Tribunal-cum Labour Court Calcutta for adjudication. Subsequent by Order No S 11025(4)/80-D IV(B) dated 14th/17th November, 1980 the dispute has been transferred to this Tribunal for adjudication

SCHEDULE

Having regard to the understanding reached at the Bilateral discussions held on 22-4-1975, between the erstwhile management of the Coal Mines Authority Ltd, and the Rashtriya Collitry Mazdoor Sangh, whether the motor car drivers/cleaners working in the establishments of Central Coalfields Ltd at Calcutta are entitled to be detailed for duty only for 42 hours in a week. If so to what relief are the concerned workmen entitled?"

2 The case on behalf of the workmen is that in 1956 the Govt of India floated a Govt Coal Company viz National Coal Development Corporation Limited (N C D C Ltd) and vested in it the ownership of all the erstwhile collieries owned by the Railways and the Govt. In January '73 all the non-coking coal collieries were taken over by the Govt. of India and the management of these collieries was vested in a newly formed Govt Company known as Coal Mines Authority Ltd (CMA Ltd) and thereafter in May '73 all the non-coking coal mines were nationalised and their ownership vested in CMA Ltd. It is further stated that for convenience of work the different collieries under the CMA Ltd, were divided into three zones known as Eastern Division, Central Division and Western Division

3 It is further stated that the N C D C Ltd, which functioned as a subsidiary of CMA Ltd, was virtually in-charge of Central Division and the management of some of the collieries of N C D C Ltd, which fell in the jurisdiction of Western Coalfields Ltd was transferred to Western Division and till October, 1975 the N C D C functioned as a subsidiary of Coal Mines Authority Ltd

4 It is also stated that in November '75 Coal Mines Authority Ltd, was dissolved and a new holding company viz Coal India Ltd, came into existence and along with this several subsidiary companies viz Western Coalfields Ltd, Eastern Coalfields Ltd, Central Coalfields Ltd, and Central Mine Planning & Design Institute Ltd, also came into existence. The Bharat Coking Coal Ltd, (B C C Ltd) which was formed in 1971 with the nationalisation of coking coal mines also became a subsidiary of the Coal India Ltd. According to the union the N C D C Ltd which had hitherto been identified with the Central Division of Coal Mines Authority Ltd, virtually lost its separate identity and came to be known as Central Coalfields Ltd

5 It is next alleged that since its inception the N C D C Ltd, had an establishment at Calcutta and several workers were employed in Purchase, Sales and Accounts Departments and after re-formation of the Central Coalfields Ltd this establishment has been under the management of Central Coalfields Ltd. It is also stated that just after taking over and nationalisation of non-coking coal mines the headquarter of newly Coal Mines Authority Ltd, was established in Calcutta and the different divisions of the Coal Mines Authority Ltd, as also Bharat Coking Coal Mines Ltd, set up separate establishments in Calcutta for sales and purchase. The Central Division of course did not need any separate establishment since the old establishment of N C D C Ltd, was enough for the purpose

6 It is alleged that most of the business houses in Calcutta have got prevailing practice of 5 day work in a week and so Coal Mines Authority Ltd, also followed the same for all its employees, excepting the Drivers, Cleaners and the Watchman and the same practice was followed in the establishment of all the Divisions and subsidiaries of Coal Mines Authority Ltd, in Calcutta. As the said 5 days work in a week was not applicable to the Drivers and Cleaners hence an agreement was entered into between the management of Coal Mines Authority Ltd, and then workmen represented by CMS on 7.5.1975 according to which the working hours of motor car drivers and cleaners was fixed at 42 hours in a week and this agreement with regard to working hours of the motor car drivers and cleaners was implemented by all the Divisions of Coal Mines Authority Ltd, as well as Bharat Coking Coal Ltd, but the Central Division/N C D C did not agree to reduce the working hours although they accepted the decision about 5 days work to the Drivers only and the working hours of the drivers were notified

7. Accordingly the sponsoring union raised an industrial dispute and called upon the management to implement the provisions of the aforesaid agreement with regard to working hours of the drivers and the cleaners. Several representations were made before the management but when it was not settled amicably the union referred the dispute to the R.L.C. Calcutta in September, 1977 and the conciliation having failed the present reference was made. It is prayed that the motor car drivers and cleaners working in the establishment of Central Coalfields Ltd., at Calcutta should have duty hours of 42 hours in a week only with effect from 15-5-1975 and that for all the hours worked in excess of 42 hours in a week they should be paid overtime allowance.

8. The management contested the claim of the concerned workmen and it is stated that the present reference is not maintainable. It is stated that any comparison of the service conditions of the employees of the Central Coalfields Ltd., with those of the employees of other subsidiaries is irrational. It is stated that Central Coalfields Ltd., (C.C.L.) is the name that was given to N.C.D.S. Ltd., a Government Company which was incorporated in the year 1956 when the Govt. took over 11 State Collieries which were being managed by the Central Govt. But the monthly rated employees of the organisation enjoyed pay scales and service conditions as applicable to the Central Govt. employees till 14-8-1967 and subsequently they were brought under the Coal Wage Board recommendations.

9. It is further stated that non-coking coal mines were nationalised with effect from 1-5-73 when the staff of the office of the concerned companies at Calcutta were also taken over by the Govt. Company which was incorporated for the purpose at that time and it was known as Coal Mines Authority Ltd., Thereafter on re-organisation of the Coal industry the Coal Mines Authority Ltd., has been renamed as Coal India Ltd., as a holding company with effect from 1-11-75 and N.C.D.C. Ltd., was also made a subsidiary company along with B.C.C.L., E.C.L., W.C.L., and the Central Mine Planning and Design Institute Ltd., whereas N.C.D.C. was renamed as Central Coalfields Ltd. It is submitted that N.C.D.C. had also a Branch Office at Calcutta which is still in existence except that the name of the Calcutta establishment is now known as the Central Coalfields Establishments in Calcutta. The other subsidiary companies of Coal India Ltd., viz., B.C.C. Ltd., E.C. Ltd., WC Ltd, have also got their branch offices at Calcutta.

10. According to the management when the coking coal mines were nationalised in the year 1972 the staff of the coking coal mines in their Calcutta Office were taken over by C.M.A.L. According to them the N.C.D.C. Ltd., had its separate entity since long before the nationalisation and it had nothing to do with the Coal Mines Authority Ltd, and the said N.C.D.C. Ltd., which had also got Head Office at Ranchi had same service conditions for employees of both the places and the employees were transferable from one place to another.

11. It is further stated that in the year 1967 there was a Reference regarding several disputes between the N.C.D.C. and their employees which was referred to for adjudication before the Central Govt. Industrial Tribunal No. 2 at Dhanbad and one of the terms of reference related to the working hours of staff car drivers and an award was given in the said Reference case being Reference Case No. 244/67, The said award is still subsisting. The said award fixed the working hours of the car drivers and it is submitted that as the said award is still subsisting and has not been terminated by any notice on behalf of the union, in face of the said award the present reference is not maintainable.

12. It is however stated that in August, 1973 the N.C.D.C. office at Calcutta started 5 day work in a week and the working hours of the staff car drivers and cleaners were fixed according to which the working hours of the staff car drivers came to 48-3/4 hours per week, while for cleaners 48 hours and 20 minutes and this system is still continuing.

13. The management's case is that the Coal Mines Authority Ltd., at Calcutta had reached an agreement on 7-5-75 in respect of the Head Office of that Company and the offices of Eastern Division (now Eastern Coalfields Ltd) and Western Division (now Western Coalfields Ltd.) at Calcutta with this

very union whereby it was agreed that the motor car drivers and motor car cleaners will have 42 working hours in a week and overtime allowance will be paid to them for working beyond 42 hours and their pay scales were also revised. It is submitted that the above agreement was not applicable to N.C.D.C. Office as N.C.D.C. was entirely a different company from Coal Mines Authority Ltd., and it was only after Coal India Ltd., as establishment with effect from 1-11-1975 that the N.C.D.C. was merged into it under the name of Central Coalfields Ltd. Thus according to the management the agreement referred to in the terms of Reference is not applicable to the concerned workmen who were previously employees under the N.C.D.C. It is submitted that this very union took up with the management of N.C.D.C. the question of extending this very benefit to the staff car drivers and cleaners at Calcutta but the management did not agree to the reduction of working hours of these employees. However their pay scales were revised and they were put at par with the pay scales of other drivers working at Calcutta. One of the terms of the agreement according to the management however was that the union will not raise the question of reduction of working hours for staff car drivers and it is submitted that after entering into such an agreement the matter cannot be agitated again. The management submits that there was never any agreement between the erstwhile N.C.D.C. and the sponsoring union on 7-5-75 or on any other date and so the question of reducing their working hours does not arise.

14. On the above allegations it is prayed that the Reference be decided in favour of the management.

15. The point for consideration is as to whether the working hours of the motor car drivers and cleaners working in the establishment of Central Coalfields Ltd., at Calcutta should be fixed at 42 hours in a week having regard to the understanding reached at the Bilateral discussions held on 22-4-75 between the erstwhile management of the Coal Mines Authority Ltd., and the Rashtriya Colliery Mazdoor Sangh. If so, to what relief are the concerned workmen entitled.

16. Ext. W-3 (Ext. M-3 for the management) is the minutes of the meeting held on 22-4-75 and 7-5-75 in the Chairman's Chamber in which the representative of the Union as well as the management were present. Shri J. G. Kumaramangalam was present as Chairman. The union representatives suggested that the weekly working hours of the drivers and motor car cleaners should be reduced and brought closer to the other staff and their point of view was that there was a special situation at Calcutta as distinct from elsewhere in Coal Mines Authority Limited on account of 5 day working with 37-1/2 hours per week for the office staff and that there was no point in detaining the driver on duty when all other staff and officers were out of office. They further urged that considering the traffic conditions of Calcutta roads and additional strain involved in driving besides the risk of accidents, the duties of car drivers at Calcutta were more arduous. These matters were considered and it was agreed that the motor car drivers and cleaners will have 42 working hours in a week and overtime allowance will be paid to them for work beyond 42 hours from 15-5-75. The union has mainly pressed their support on this very agreement. According to the management, however, this agreement was arrived at between the representatives of the union and the management of Coal Mines Authority Ltd., and not with the management of N.C.D.C. According to them the Coal Mines Authority Ltd., was quite distinct from the N.C.D.C. and that the NCDC became a subsidiary of Coal India Ltd, in the year 1979 when the name of Coal Mines Authority was changed to Coal India Ltd., and it became a holding company. The first question, therefore, to be determined is as to whether the N.C.D.C. was a subsidiary of Coal Mines Authority Ltd., or not. If it is found that the N.C.D.C. was a subsidiary of Coal Mines Authority Ltd., then the above agreement which was entered into between the Chairman of Coal Mines Authority and the Union binding on the subsidiary company also. At this very stage it may be mentioned that according to the management Sri Kumaramanglam was Chairman both for N.C.D.C. and Coal Mines Authority Ltd.

17. Before discussing this point it will be proper to mention here certain historical facts. The Central Govt. took over some State and Railway collieries and for management of those collieries a Company known as N.C.D.C. Ltd., was formed in the year 1956. Thereafter the coking coal mines in India were taken over by the Government and subsequently

nationalised in the year 1972 and the management was given by constituting a Company known as Bharat Coking Coal Ltd. (B.C.C.L.). In 1973 all the non-coking coal mines were taken over by the Government and was subsequently nationalised from 1-5-73. The Coal Mines Nationalisation Act, 1973 would show that all the non-coking coal mines were nationalised by the Govt. According to the management when the non-coking coal mines were nationalised the Government in order to manage them constituted a company known as Coal Mines Authority Ltd., and it was to have different zones for their management. It is submitted on their behalf that when Coal Mines Authority was formed for taking over of the management of non-coking coal mines, some non-coking coal mines were handed over to N.C.D.C. for their management as Agent of Coal Mines Authority Ltd., and the N.C.D.C. remained a separate entity having nothing to do with Coal Mines Authority Ltd. There is no document, however, to show that the N.C.D.C. was made Agent to manage certain non-coking coal mines on behalf of the Coal Mines Authority Ltd.

18. The question however remains that all the non-coking coal mines were nationalised and a Company known as Coal Mines Authority Ltd., was constituted. In this connection a book known as Coal Industry In India written by Sri S. Mohan Kumaramangalam who was there Minister of Steel & Mines is material. He has given full description including the background of the nationalisation of the Coal Industry and at page 67 of this book he has written as follows :

"The vesting of ownership of all coal mines in the Government of India and the formation of the Coal Mines Authority Ltd. (CMA) as the public sector organisation to be responsible for the working of these mines are major landmarks in the history of India's coal mining industry. The Coal Mines Authority has become the owner of all the non-coking coal mines taken over by the Government and will also hold the shares of the Central Government in Singareni Collieries Ltd. Thus the entire control of the non-coking coal industry will come directly under the CMA.

Its organisational structure will consist of a Board of Directors, headed by a Chairman and including functional directors in charge of different areas as well as of particular functions. The coal mining areas of the country will be divided into three main zones; the Eastern Zone covering in the main the Raniganj—Asansol belt and also Assam; the Central Zone which will cover the non-coking coal mines in Bihar (West Bokaro, Karanpura, Hazaribagh) as well as the Singrauli field in Uttar Pradesh and the Talcher field in Orissa; and the Western Zone covering the Central India coalfields, (Rewa, Chirimiri, Korba etc.) Pench valley and the Wardha field.

Each of these different zones will be run as virtually autonomous organisations headed by managing directors in whom will be vested full powers of management and control, subject to supervision and coordination by the Chairman and Board of the CMA.

The CMA will be responsible for broad policy and planning and development of the mining industry, for organising distribution and sale of coal; for enforcing proper safety regulations; for research and development in the industry; for laying down broadly uniform terms and conditions of service for executives, mining engineers, supervisors and workers."

In the above paragraph he has clearly mentioned that the entire control of non-coking coal industry came directly under the Coal Mines Authority who was to manage them forming three main zones viz. Eastern Zone, Central Zone and the Western Zone. These three zones were subsequently named as Eastern Coalfield, Western Coalfields and Central Coalfields. It is not disputed that the N.C.D.C. was subsequently renamed as Central Coalfields Ltd. The management has filed the Memorandum and Articles of Association of Central Coalfields, N.C.D.C. Ltd., as also of Coal Mines Authority Ltd. There is another article written by Sri P. K. Ghosh, Addl. C.M.E. and Sri R. G. Mahendru, Director (Coordn) under the name The Nationalised Coal Industry. A photostat copy of which has been marked Ext. W-17. In this article it

is clearly mentioned that with the coming of N.C.D.C., formed with the then State Railway Collieries, a new chapter in Indian mining was opened and this organisation took up the challenging task of opening and developing new lines on modern lines with emphasis on virgin outlying areas or to develop coal reserves discovered by drilling and prospecting undertaken by different agencies and by N.C.D.C. With years N.C.D.C. flourished and expanded until it got merged with Coal Mines Authority in 1973, the year of nationalisation of non-coking coal mines. Ext. W-7 is an award dated 9-2-75 by Sri J. G. Kumaramangalam, Chairman on the demand of some workers. The head line would show that the dispute was between the employers in relation to Coal Mines Authority Ltd., and their workmen and in the bracket it is mentioned that C.M.A. Ltd., included its subsidiary N.C.D.C. Ltd. Sri R. S. Murthy was the Chief Personnel Officer of N.C.D.C. He has now retired and is practicing as an Advocate and he has been examined on behalf of the management. He has stated that the N.C.D.C. was never a subsidiary of Coal Mines Authority Ltd., but it is belied from his own document. He himself issued a Memo. dated 20/21-2-1975 as Chief Personnel Officer through his office at Ranchi in which also the N.C.D.C. has been shown as a subsidiary of Coal Mines Authority Ltd. There is another letter of his dated 22-9-74 (Ext. W-8) in which also the N.C.D.C. has been shown as a subsidiary of Coal Mines Authority.

19. There is an article written by Mr. J. G. Kumaramangalam, Chairman, Coal Mines Authority Ltd., which was published in the Statesman dated Friday August 17, 1973, the photostat copy of which has been marked Ext. W-20. In this article Sri Kumaramangalam has written that on 31-1-73 the Govt. of India took over the management of 464 Non-coking coal mines pending nationalisation and an organisation under the name and style of Coal Mines Authority Limited, was set up for the management of the taken over mines. The Coal Mines Nationalisation Act came into effect on 1-5-1973 and the Schedule of the Act covers 711 mines and that the Coal Mines Authority was registered as a Limited company in June 1973. In this very article he has further stated that certain coal mines contiguous to the mines of Bharat Coking Coal Ltd., were transferred to them by the Government and since the N.C.D.C. has become a wholly owned subsidiary of Coal Mines Authority the collieries and workshops of N.C.D.C. have also come under Coal Mines Authority. Thus it is clear that the N.C.D.C. was not a separate entity but it became a wholly owned subsidiary of Coal Mines Authority.

20. The learned Advocate for the management has contended before me that these documents should not be relied upon as Sri Kumaramangalam or Sri Murthy had no legal knowledge as they were not lawyers and they have wrongly described N.C.D.C. as a subsidiary of Coal Mines Authority. With due respect to the learned Advocate I am unable to accept his contention. It is extremely unlikely that an eminent person like Mr. Kumaramangalam who was chairman of Coal Mines Authority and Mr. Murthy who was Chief Personnel Officer and who subsequently became Director (Personnel) had no legal knowledge and did not understand the legal complications.

21. Ext. W-5 is another document which is minutes of the meeting held in the chamber of the Chairman in which it was decided that the existing N.C.D.C. Standing Orders should be reviewed and should be made applicable to all the collieries of Coal Mines Authority Ltd., including the N.C.D.C. This also indicate that the N.C.D.C. was a subsidiary of Coal Mines Authority Ltd. There is another office order dated 6-3-75 which provided that in supersession of the N.C.D.C. Limited Services Medical Attendance Rules and subsequent amendments the Coal Mines Authority Limited Services Medical Attendance Rules as may be amended from time to time was made applicable to the employees of N.C.D.C. with effect from 26-3-74. It was not necessary to make applicable the Medical Attendance Rules of Coal Mines Authority if N.C.D.C. would have been a separate entity and not a subsidiary of Coal Mines Authority Ltd.

22. All the above documents are prior to the period of agreement relied upon by the management which is of April and May, 1975. The management, however, has relied upon a letter dated 27-9-1975 (Ext. M-14) by which Coal India

Limited a holding company for the Coal Industry was constituted. This provides that the existing Divisions of C.M.A. will be converted into registered companies and will be subsidiaries of Coal India Ltd. They are (1) Central Mine Planning and Design Institute Ltd., (2) Bharat Coking Coal Ltd., (3) Eastern Coalfields Ltd., (4) Central Coalfields Limited comprising the Central Division of C.M.A./N.C.D.C. and (5) Western Coalfields Ltd. The management submits that since 1-11-75 the N.C.D.C. lost its existence and it became a part of Central Division, but prior to that it had nothing to do with the Central Division and was a separate entity. But this is not supported from the documents already referred to. It has however been admitted that the employees of N.C.D.C. has come under the umbrella of Coal India from 1-11-75 after the issue of this letter.

23. Besides the above documents certain facts are admitted. It is admitted that all the Divisions of Coal Mines Authority Ltd., viz. Eastern Division, Western Division and the Bharat Coking Coal Ltd., have got office hours at Calcutta for 5 days in a week only. The working hours in all these Divisions for staff car drivers and cleaners is admittedly 42 hours in a week. These divisions are now known as Eastern Coalfield, Western Coalfield and Central Coalfield and the same practice is followed there. It is in the evidence of WW-2 that there are about 50 drivers and 5 or 6 cleaners working in different subsidiaries of Coal Mines Authority now known as Coal India Ltd. The Coal India Limited has got a separate office at Calcutta and there also working hours is 42 for drivers and cleaners. Their pay scales are also the same and they are all given the same dress and the cars used in all the different companies are for the same purpose. Under Central Coalfields at Calcutta there are only 5 drivers and one cleaner. These six persons only have been debarred the benefit of working of 42 hours in a week. It looks preposterous that in all the zones working under the same umbrella of Coal India or C.M.A. have got 42 hours work for drivers and cleaners but only these six persons have been left out. This, in my opinion, is highly discriminatory and affects industrial peace and relations.

24. From the documents already referred to it is clear that the N.C.D.C. was a subsidiary of Coal Mines Authority and the agreement fixing 42 hours in a week for drivers and cleaners was arrived at between the Chairman of Coal Mines Authority Limited who was also Chairman of so called N.C.D.C. and the representative of the union. There is no reason as to why the same working hours should not be fixed for the drivers and cleaners of the Central Coalfields previously known as N.C.D.C. Ltd.

25. The learned Advocate for the management however drew my attention to a letter dated 25-6-77 (Ext. W-12) written by Sri S. Dasgupta, General Secretary of the union to Mr. Wadhera, Managing Director, Central Coalfields Ltd. This relates to the duty hours of drivers stationed at Calcutta and it was requested that the dispute regarding duty hours of the drivers who are stationed at Calcutta should be settled immediately and that it should not be more than 42 hours in a week as per minutes of the meetings held on 22-4-75 and 7-5-75 at Calcutta between Mr. J. G. Kumaramangalam, the then Chairman of C.M.A. Ltd., and the representatives of the R.C.M.S. It was further written that in his opinion an agreement on the same lines should be entered into to cover the drivers and cleaners of Central Coalfields' Calcutta Office. The learned Advocate has pressed on the above line of the letter in which request has been made that an agreement on the same line should be entered into. He meant to say that if the agreement dated 22-4-75 and 7-5-75 was applicable to the drivers of Central Division or N.C.D.C. then there was no question of arriving at an agreement on the same line. He clearly meant that the above agreement line. He clearly meant that the above agreement was only between the Coal Mines Authority Ltd., and the union and that N.C.D.C. was a separate entity. But the letter should be read as a whole and from a perusal of entire letter it will appear that stress was laid on the agreement dated 22-4-75 and 7-5-75 and the words "an agreement on the same lines" only meant that the same agreement should be implemented with regard to the drivers of Central Coalfields Ltd. Further, even prior to this letter the same request had been made by the union on which the union had requested the management to fix the working hours on the basis of aforesaid agreement of 1975. This letter, in my opinion, does not improve the management's case in any way.

26. It may also be mentioned that the working hours of the office of the N.C.D.C. of Central Coalfields Ltd., was fixed at par with the other zones of the Coal Industry viz. Eastern Coalfields Ltd., Bharat Coking Coal Ltd., and Western Coalfields Ltd.

27. Another argument on behalf of the management is that in view of the Award passed in reference Case No. 244/67 (Extract of the award Ext. M-1) the union cannot raise the issue of working hours of the drivers as the said award has not been terminated by any notice U/s 19 of the Industrial Disputes Act. That award would show that certain working hours was fixed for the car drivers and cleaners of the N.C.D.C. But it will appear from the documents of the management themselves that the same award was given a go by and a lesser working hours was fixed for the drivers and cleaners by the management of N.C.D.C. themselves vide their letter dated 28-8-1973 (Ext. M-2). It reduced the working hours of the drivers and cleaners from those fixed by the award. Thus by implication the award was terminated by the management themselves by reducing working hours of the drivers and cleaners and so it cannot be said that the matter cannot be agitated by the union till the said award is terminated. No form of notice is prescribed for termination of award and it is well settled that even by giving a charter of demands on the same issue it will amount to termination of the award. It will appear that the union pressed for reducing the working hours of the drivers since after the date of agreement arrived at in April or May, 1975. Ext. W-13 is a letter dated 28-10-75 written by the Secretary of the Union to the Managing Director, N.C.D.C. requesting to review the matter and implement the agreement dated 22-4-75 and 7-5-75. Several meetings were also held as will appear from Ext. W-14 and Ext. W-15 which would show that the management did not agree to the said proposal. But nowhere the management took the plea that the drivers cannot raise the issue of their working hours in view of the award. This point was also not raised during conciliation stage before the R.L.C. and it is for the first time this point has been taken up before the Tribunal. The various correspondence between the parties as also various meetings clearly go to show that the management got a notice to the effect that the union had given information regarding the termination of the award in question. In such circumstances it cannot be said that the issue of working hours cannot be pressed by the union in view of the said award.

28. Much reliance has been placed by the management on the minutes of the meeting held between the parties on 30th September, 1975 (Ext. M-4) and it is stated that by that agreement the pay scales of the drivers of Central Coalfields working in Calcutta was revised and they were given a higher scale and in that very meeting the union agreed that they would not raise the question of reduction of working hours for staff car drivers or cleaners. It is stated that this agreement is binding on the parties and the question cannot be raised again. It will however appear that the pay scales allowed to these drivers by this agreement was the same which was being paid to the drivers of Eastern Coalfields and Western Coalfields whose offices were located at Calcutta and so it cannot be said that any special benefit was given to these drivers. They were only put at par with the drivers of other subsidiaries of Coal Mines Authority or Coal India Ltd. It is no doubt true that they agreed not to raise the question of reduction of working hours but that was not for all time to come and by this agreement they cannot be stopped from raising the same issue. Ext. M-6 is the minutes of another meeting held between the parties. These meetings will only indicate that the management did not agree to the demand of the union regarding reduction of duty hours of the drivers and cleaners.

29. There is one more point which needs mention at this stage. The agreement dated 22nd April, 1975 and 7th May, 1975 would indicate that while fixing the working hours of drivers and cleaners at 42 hours in a week one of the point for consideration was that the traffic conditions in Calcutta roads and the additional strain involved in driving besides the risks of accidents were such that the duty of drivers at Calcutta were more arduous. The above point was thus taken into consideration while fixing the working hours of the drivers of Coal Mines Authority. It cannot be said that the same conditions are not applicable to the drivers in question who also drives car in Calcutta and for them there is no different roads in Calcutta and they have no risk of any

accident. If this was the consideration for reducing the working hours of all the subsidiaries of Coal Mines Authority Ltd., there is no reason as to why the same consideration should not be applicable for the concerned drivers. This disparity can on no account be said to be justified or proper and in my opinion the duty hours of the drivers of Central Coalfields Limited should also be 42 hours in a week as in the case of drivers working in Calcutta in other subsidiaries of Coal Mines Authority Limited now known as Coal India Ltd.

30. It was next urged on behalf of the management that in view of National Coal Wage Agreement-II this issue cannot be raised before any Tribunal. The said agreement has been marked Ext. M-7 and it was based on the demand Ext. M-8 and the agreement was sent to different authorities under Rule 58(4) of the Industrial Disputes Central Rules vide Ext. M-9. It is submitted that by this agreement a joint bi-partite committee for the coal industry was constituted which was given the power to examine all cases of anomalies and discriminative in regard to the job description, categorisation and principle service conditions of employees brought to its notice. It is submitted that this agreement (NCWA-II) is binding on the present union which was also a party to the said agreement and as per this agreement if the concerned workmen or the union had any grievance they should have referred the matter before the said Committee as per above agreement. But it will appear that the dispute had arisen prior to coming into force of NCWA-II and the matter was pending before the authorities. This agreement nowhere says that it will be applicable to pending cases also. Further it nowhere says that after this agreement the parties will be debarred from making any grievance before any Labour Court or Tribunal and that all the matters will be referred to and decided only by the Joint Bipartite Consultative Committee. It has not created any bar for getting the matter decided by the Tribunal or Labour Court. If that would have been the intention of the agreement then specific provisions would have been made in the agreement itself and all the Labour Courts and Tribunals should have been debarred from deciding those issues when referred to them. Utmost it can be said that the parties were given two options viz. either to bring these facts to the notice of the JBCC Standardisation Committee or to raise industrial dispute and get the matter decided by Reference before a Tribunal. Thus the NCWA-II is not a bar and the present Reference cannot be said to be incompetent on this score.

31. The last argument on behalf of the management is that the present dispute has been made by the Branch Secretary of RCMS Calcutta Branch and it has not been raised by the Central Committee and so the Reference is incompetent. It will however appear that there are several documents to show that the management held several meetings with the Branch Secretary of the union and also had agreement with them. This RCMS Union is an All India Organisation and has to function through local branches and naturally it is not possible for the central office to raise all the disputes. Further the constitution of this union would indicate that there is a provision in it to the effect that all the Branch Presidents and Secretaries as well as Regional Presidents and Secretaries shall be ex-officio member of the Central Executive Committee for the purpose of Section 36 of the Industrial Disputes Act read with Rule 58 of the Industrial Disputes Central Rules. This clearly indicates that the Branch Secretary had jurisdiction and locus-standi to raise the present dispute and the Reference cannot be said to be illegal on that score.

32. Considering all the facts and circumstances of the case and the evidence on record, I hold that the NCDC was a subsidiary of Coal Mines Authority Limited and in view of the agreement referred to in the reference the duty hours of the concerned drivers and cleaners should be 42 hours in a week. The drivers/cleaners who are concerned in this dispute are entitled to the same working hours considering the other facts and circumstances of the case.

33. The next question is as to what relief the concerned workmen are entitled. It is submitted on their behalf that after 22nd April, 1975 they are entitled to overtime allowance for hours of work they performed beyond 42 hours. It is however admitted by the management also that the establishment of Central Coalfields Limited at Calcutta became

a subsidiary of Coal India Limited with effect from 1st November 1975. Their contention is that prior to that the NCDC was a separate entity which has not been held so by this Tribunal as mentioned above. The management, in the circumstances, can have no difficulty in giving overtime allowance for excess hours of work beyond 42 hours to these Drivers/Cleaners from 1st November, 1975 and they have no ground to challenge the said relief. In such circumstances, I think the ends of justice will be met if the concerned drivers/cleaners are paid overtime allowance for excess hours of work beyond 42 hours in a week with effect from 1st November, 1975.

34. At this stage it may also be mentioned that the management's contention was that if the duty hours of these drivers are reduced there would be repercussion and the drivers posted at Ranchi will also make the same demand. But there is no question of any repercussion in this case. The management has fixed lesser hours of work for drivers posted in Calcutta only considering the road conditions at Calcutta and the present award will be applicable to the drivers/cleaners posted at Calcutta only and not drivers posted at Ranchi or elsewhere. Further it will appear that even now if a driver from Central Coalfields transferred to Eastern Coalfields or Western Coalfields office at Calcutta their duty hours are reduced to 42 in a week which will appear from Exts. W-10 & W-11 and under such circumstances the drivers posted at Ranchi cannot take any advantage in any decision given in this award which is applicable only to drivers posted at Calcutta.

35. To sum up, I hold that the motor car drivers/cleaners working in the establishment of Central Coalfields Ltd., at Calcutta are entitled to be detained for duty only for 42 hours in a week and that they are entitled to overtime allowance for working beyond 42 hours with effect from 1st November, 1975.

36. The award is given accordingly.

J. N. SINGH, Presiding Officer
[No. L-19011(10)/78-D.IV(B)]
S. S. MEHTA, Desk Officer

भूम और पुनर्वास मंत्रालय

नई दिल्ली, 25 नवम्बर, 1982

क्र० आ० 4122—उत्प्रवास अधिनियम, 1922 की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार विदेश मंत्रालय के पी० आर० ओ० श्री एच० डी० राय को पहली अक्टूबर 1982 के पृष्ठान से उत्प्रवासी संरक्षी कलकत्ता के रूप में नियुक्ति करती है।

[सं० डी० जी० एल० डब्ल्यू० 11017(1)/81-ईएम आई जी]

रामेन्द्र कुमार दास, अधिवक्ता

New Delhi, the 25th November, 1982

S.O. 4122.—In exercise of the powers conferred by Section 3 of the Emigration Act, 1922 (7 of 1922), the Central Government hereby appoints Shri H. D. Roy, Public Relation Officer, Ministry of External Affairs to be the Protector of Emigrants, Calcutta with effect from the fore-noon of 1st October, 1982.

[No. DGLW. 11017(1)/81-EMIG]
R. K. DAS, Under Secy.

(पुनर्वास विभाग)

नई दिल्ली, 29 नवम्बर, 1982

क्र० आ० 4123.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 34 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मुख्य मन्त्री के आदेश द्वारा, तमिलनाडु राज्य के राजस्व विभाग में संयुक्त सचिव (पुनर्वास) और उपसचिव (पुनर्वास), जैसा भी मामला हो, को निम्न शक्तियाँ सौंपते हैं:

1 उक्त अधिनियम की धारा 23 के अंतर्गत अपील सुनने की शक्तियाँ।

2 उक्त अधिनियम की धारा 24 के अंतर्गत पुनर्वासन संबंधी मामलों की सुनने की शक्तियां ।

3 उक्त अधिनियम की धारा 28 के अंतर्गत मामलों के हस्तान्तरण की शक्तियां ।

2 इससे दिनांक 24 दिसम्बर, 1977 की अधिसूचना सं० 27 (2)/73 एस० एस० II का अधिक्रमण किया जाता है ।

[सं० 1(19) वि०सं०/82-एस० एस० II(ख)]

(Department of Rehabilitation)

New Delhi, the 29th November, 1982

S.O. 4123.—In exercise of the power conferred by Sub-Section (2) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Chief Settlement Commissioner hereby delegates to the Joint Secretary (Rehabilitation) and Deputy Secretary (Rehabilitation), as the case may be, in the Revenue Department, Government of Tamil Nadu, the following powers :—

(i) Powers to hear Appeals under Section 23 of the said Act.

(ii) Powers to hear revisions under Section 24 of the said Act.

(iii) Powers to transfer cases under Section 28 of the said Act.

2. This supersedes Notification No. 27(2)/73-SS. II dated the 24th December, 1977.

[No. 1(19)/Spl. Cell/82-SS. II(B)]

क्र० आ० 4124—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 34 की उपधारा (2) द्वारा प्रदत्त शक्तियों का उपयोग करते हुए, मुख्य बन्दोबस्त आयुक्त इसके द्वारा उपसचिव (पुनर्वास), गुजरात सरकार, राजस्व विभाग को, जो उप-मुख्य बन्दोबस्त आयुक्त की शक्तियों का प्रयोग कर रहे हैं, उक्त अधिनियम की धारा 24, 24 और 28 द्वारा अथवा उनके अधीन गुजरात राज्य में सरकार द्वारा निर्मित सम्पत्तियों, अर्जित निष्कास्त सम्पत्तियों, कृषि भूमियों, दुकानों और मुद्रावजा पूल के भाग के रिक्त स्थलों के बारे में पुनस्त प्रभाव से आवश्यक आदेश पारित करने के प्रयोजनार्थ, मुख्य बन्दोबस्त आयुक्त की शक्तियां सौंपते हैं ।

2 इससे दिनांक 8/1/82 की अधिसूचना सं० 1(3) विशेष सैल /79 एस० एस० (ख) का अधिक्रमण किया जाता है ।

[सं० 1 (21) विशेष सैल / 82 एस० एस० II(ख)]

S.O. 4124.—In exercise of the powers conferred by sub-section (2) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Chief Settlement Commissioner hereby delegates to the Deputy Secretary (Rehabilitation), Government of Gujarat, Revenue Department, exercising the powers of Deputy Chief Settlement Commissioner, the powers conferred on the said Chief Settlement Commissioner by or under Section 23, 24 and 28 of the said Act with immediate effect for the purpose of passing necessary orders under the said sections in respect of Government built properties, acquired evacuee properties, agricultural lands, shops and vacant sites forming part of the 'Compensation Pool' in the State of Gujarat.

2. This Supersedes Notification No. 1(3)/Spl. Cell/79-SS. II(B) dated 8th January, 1982.

[No. 1(21)/Spl. Cell/82-SS. II(B)]

क्र० आ० 4125—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 34 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मुख्य बन्दोबस्त आयुक्त इसके द्वारा गुजरात सरकार, राजस्व विभाग के उप सचिव (पुनर्वास) को, जो तत्काल प्रभाव से उप मुख्य बन्दोबस्त आयुक्त के रूप में कार्य कर रहे हैं उक्त अधिनियम की निम्न धाराओं के अंतर्गत मुख्य बन्दोबस्त आयुक्त को प्रदत्त शक्तियां, सौंपते हैं, अर्थात् -

(क) धारा 20 की उपधारा (3) के अंतर्गत भूदान के लिए शेष फल मूल्य की राशि के बारे में प्रमाण पत्र जारी करने की शक्तियां;

(ख) धारा 30 की उपधारा (2) के अंतर्गत ऐसे व्यक्तियों के संबंध में, जिनसे भूमि राजस्व की नक़ाया राशि की कमी की जाती है, आदेश पारित करने की शक्तियां, और

(ग) धारा 35 की उपधारा (2) के अंतर्गत जैसा अपेक्षित है, शिकायत करने की शक्तियां ताकि उक्त अधिनियम के अधीन अदालत दखनीय अपराध के संबंध में कार्यवाही कर सके ।

2 इसके दिनांक 8-1-82 की अधिसूचना सं० 1 (3) विशेष सैल 79 - एस० एस० II का अधिक्रमण किया जाता है ।

[सं० 1(21) / विशेष सैल /82 एस० एस० II(ग)]

S.O. 4125.—In exercise of the powers conferred by sub-section (2) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Chief Settlement Commissioner hereby delegates to the Deputy Secretary (Rehabilitation), Government of Gujarat, Revenue Department, and exercising the powers of the Deputy Chief Settlement Commissioner with immediate effect, the powers conferred on the said Chief Settlement Commissioner under following Sections of the said Act, namely :—

(a) issuing a certificate under sub-section (3) of Section 20 in respect of amount of purchase money remaining unpaid;

(b) making an order under sub-section (2) of Section 30, in respect of persons, from whom any sum is recoverable as arrears of land revenue ; and

(c) making complaints as required by sub-section (2) of Section 35 for enabling a Court to take cognizance of an offence punishable under the said Act.
2. This supersedes Notification No 1(3)/Spl. Cell/79-SS. II(C) dated 8th January, 1982.

[No. 1(21)/Spl. Cell/82-SS. II(C)]

क्र० आ० 4126—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम 1954 (1954 का 44) की धारा 34 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मुख्य बन्दोबस्त आयुक्त, इसके द्वारा गुजरात सरकार, राजस्व विभाग के उप सचिव (पुनर्वास) को, जो उप मुख्य बन्दोबस्त आयुक्त के रूप में शक्तियों का प्रयोग कर रहे प्रशासनिक तथा वित्तीय व्यवस्थाओं के अंतर्गत गुजरात सरकार को हस्तान्तिष्ठ मुद्रावजा पूल की समस्त अर्जित निष्कास्त सम्पत्तियों के निपटान के लिए, तत्काल प्रभाव से उक्त अधिनियम के अंतर्गत नियम 87, 88, 90(I) (क), 90 (I) (ख) 90, (II) (90) (2) और 101 में निहित अपनी शक्तियों सौंपते हैं ।

2 इससे दिनांक 8-1-82 की अधिसूचना सं० 1(3) विशेष सैल /79 एस० एस० I (घ) का अधिक्रमण किया जाता है ।

[सं० 1(21)/विशेष सैल/82 एस० एस० II (घ)]

S.O. 4126.—In exercise of the powers conferred by sub-section (2) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Chief Settlement Commissioner hereby delegates to the Deputy Secretary (Rehabilitation), Government of Gujarat, Revenue Department, exercising the powers of the Deputy Chief Settlement Commissioner his powers under rule 87, 88, 90(1)(a), 90(1)(b), 90(11), 90(12) and 101, framed under the said Act, with immediate effect for the purpose of disposal of all acquired evacuee properties forming part of compensation pool, transferred to the State Government of Gujarat, under administrative and financial arrangements.

2. This supersedes Notification No. 1(3)/Spl. Cell/79-SS. II(D) dated 8th January, 1982.

[No. 1(21)/Spl. Cell/82-SS. II(D)]

का.अ. 4127.—निष्क्रान्त सम्पत्ति प्रशासन अधिनियम, 1950 (1950 का 31) की धारा 55 की उपधारा (3) द्वारा महाभिरक्षक के रूप में सुभ्रं प्रदत्त शक्तियों का प्रयोग करते हुए, मैं एम० के० बसु, इसके द्वारा, इस विभाग की अधिसूचना संख्या 1(21)/वि० स०/82-एम० एस०-II दिनांक 22 नवम्बर, 1982 द्वारा उप महाभिरक्षक के रूप में नियुक्त गुजरात सरकार, राजस्व विभाग के उप सचिव (पुनर्वास) को महाभिरक्षक को निम्नलिखित शक्तियाँ सौंपता हूँ।

(i) अधिनियम की धारा 24 तथा 27 के अधीन शक्तियाँ।

(ii) अधिनियम की धारा 10(2)(b) के अधीन किसी भी निष्क्रान्त सम्पत्ति के हस्तांतरण के अनुमोदन की शक्ति।

(iii) निष्क्रान्त सम्पत्ति प्रशासन (केंद्रीय नियमावली, 1950 के नियम 30-ए के अधीन मामलों के हस्तांतरण की शक्ति।

2 इसमें दिनांक 8-1-82 की अधिसूचना सं० 1(3)/विशेष स०/79 एम० एस०-II(ब) का अधिकरण किया जाता है।

[संख्या-1 (21)/वि० स०/82 एम० एस०-II(ब)]
एम० के० बसु, महाभिरक्षक

S.O. 4127.—In exercise of the powers conferred on me, as Custodian General by Sub-section (3) of Section 55 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), I, S. K. Basu, hereby delegate to Deputy Secretary (Rehabilitation), Government of Gujarat, Revenue Department, appointed as Deputy Custodian General vide this Department's Notification No. 1(21)/Spl. Cell/82-SS. II, dated the 22nd November, 1982, the following powers of the Custodian General with immediate effect.

(i) Powers under Sections 24 and 27 of the Act.

(ii) Powers of approval of transfer of any evacuee property under Section 10(2)(b) of the Act.

(iii) Powers of transfer of cases under Rules 30-A of the Administration of Evacuee Property (Central) Rules, 1950.

2 This supersedes Notification No. 1(3)/Spl. Cell/79-SS. II(F) dated 8th January, 1982.

[No. 1(21)/Spl. Cell/82-SS. II(F)]
S. K. BASU, Custodian General.

(अम विभाग)

नई दिल्ली, 22 नवम्बर, 1982

का. अ. 4128 :—मैसर्स चन्द्र प्रभा सिलटेक्स (प्राइवेट) लिमिटेड, बी./सी., इण्डस्ट्रियल एस्टेट, आगरा-बम्बई रोड, देवाग-1, (महा/3586) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है :

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी प्रथम अभिदाय या प्रीमियम का

संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र (बम्बई) को ऐसी विवरणियाँ भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3-क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के भविष्य निधि का पहले ही सदस्य है, उसकी स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम से संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम-निर्देशाति को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र (बम्बई) के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किन्हीं संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना विष्टिकोण स्पष्ट करने का अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी नीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदे के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संवाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014/328/82-पी. एफ.-2]

(Department of Labour)

New Delhi, the 22nd November, 1982

S.O. 4128.—Whereas Messrs Chandra Prabha Syntex (Private) Limited, B/C Industrial Estate, Agra-Bombay Road, Dewas-1, (MH/3535) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra (Bombay), maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra (Bombay) and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(328)/82-PF.II]

का. अ. 4129 :—मैसर्स चिको प्रोडक्ट्स लिमिटेड, 771, भोगल लेन, महिम, बम्बई-16, (महा/1535) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया

है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन दिया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अभिषेक या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात्, उक्त स्कीम कहा गया है) के अधीन उन्हे अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र (बम्बई) को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सूविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3-क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उक्त स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सदन करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुज्ञेय है ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन मन्द्य रकम उस रकम से कम है, जो कर्मचारी को उस वृत्ति में संवेग होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्म-

चारी के विधिक वारिस/नाम-निर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो पाना दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम-निर्देशितों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उम्मेद हकदार नाम निर्देशितों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सीनिश्चित करेगा ।

[संख्या एस-35014/327/82-पी. एफ.-2]

S.O. 4129.—Whereas Messrs Hico Products Limited, 771, Mogal Lane, Mahim, Bombay-16 (MH/1535) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra (Bombay), maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefit admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra (Bombay) and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(327)/82-PF.II]

का. आ. 4130 :—मैसर्स जनरल इन्सुरेन्स कॉर्पोरेशन ऑफ इण्डिया, इण्डस्ट्रियल एम्प्लोयेन्स बिल्डिंग, चौथी मंजिल, जवाहर गेट, बम्बई-20 (महा/16050) (जिसे इसमें इसने पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजोय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छुट देती है :

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र (बम्बई) को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3-क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रसारित किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के ग्रन्थ के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को मंदत्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समन्वित रूप से वृद्धि हो जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुजोय है ।

7. सामूहिक बीमा स्कीम में किसी बान क होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्तान रकम उग रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नाम-निर्देशी को उक्त स्कीम के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

3. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस भविष्य तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को न्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में देर आए किसी व्यक्तिगत दशा में उन मृत सदस्यों के नाम-निर्देशनितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशनितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/324/82-पी. एफ.-2]

S.O. 4130.—Whereas Messrs General Insurance Assurance Building, 4th Floor, Churgate, Bombay-20 (MH/16050) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra (Bombay), maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra (Bombay) and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(324)/82-PF.II]

सा. का. 4131 :—मैसर्स चरण इंजीनियरिंग कारपोरेशन लिमिटेड, सं. 4-ए गृन्स शेड रोड, पोलाची-642001, तमिल नाडु राज्य (टी. एन./8505), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिस इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहस्र बीमा स्कीम, 1976 (जिसे इसमें इसकी पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु (मद्रास) को ऐसी विवरणियां भेजेंगे और ऐसे लेखा रखेंगे तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेंगे जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3-क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, नामा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी दावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम-निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, तमिल नाडु के पूर्व अनुमोदित के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसरा देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी शर्त में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत कर, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी की व्यवस्था हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का राशाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर मुनिश्चित करेगा ।

[संख्या एस-35014/323/82-पी. एफ.-2]

S.O. 4131.—Whereas Messrs Gheran Engineering Corporation Limited, No. 4-A Goods Shed Road, Pollachi-642001, Tamil Nadu State (TN/8505), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the name of Life Insurance Scheme which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu (Madras), maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc shall be borne by the employers

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefit admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu (Madras) and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(323)/82-PF.II]

का० धा० 4132.—मैसर्स बालचन्द्रमगर इण्डस्ट्रीज लिमिटेड (रिस्ट्रिक्टेड), पो०ब्री० बालचन्द्रनगर, जिला पुणे, महाराष्ट्र स्टेट (महा/1587) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है; 1018 GI/82—7

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी वृषक अभिधाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शिक्तियों का प्रयोग करते हुए और इससे उपावृद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निविष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निविष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और कभी जब उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य भाषाओं का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है जो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वाञ्छित आयुक्त प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है, जो कर्मचारी की उस दशा में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ेने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों की अपना दृष्टिकोण स्पष्ट करने का सुविशेष अवसर करेगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले प्रपत्ता चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्ति होने वाले फायदे किसी नीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियम करें, प्रीमियम का संदाय करने में असफल रहता है, और पॉलिसी को अवरुद्ध हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिरिक्त की दशा में उन मूल सदस्यों के नाम निर्देशितियों या विधिक शरितों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के प्रसंगत होते, बीमा फंडों के संदाय का अनुरोध निर्योजक पर होगा।

12. उक्त स्थान के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक शरितों की बीमाकृत रकम का संदाय गतिवृत्ता में और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/322/82-पी०एफ०-II]

S.O. 4132—Whereas Messrs Walchandnagar Industries Limited (Distillery), Post Office Walchandnagar, District Pune, Maharashtra State (MH/1587), (hereinafter referred to as the said establishment) have applied for exemption under as and when amended, alongwith a translation of the salient Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section(2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section-17 of the said Act, within 15 days from the close of every month.

3. All expenses involve in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominees/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014/322/82-PF. II]

का०आ० 4133—मैमर्स कार्बनरास पिलकिंगटन लिमिटेड, लाल सहापुर शास्त्री मार्ग, पाना-400602 (महा/7626), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसमें इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक धनिसाध या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इसके उपादक

अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देनी है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र (बम्बई) को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के दण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रचारों का भंडार आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जायेगा।

4. नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उन संशोधनों की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उक्त स्कीम बनाये गए अनुवाद, स्थापन के सूचना-पत्र पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम नुरख्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्दिष्ट को प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र (बम्बई) के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी समोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों की प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को इकट्ठा हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम का दशा में उन मूल सदस्यों के नाम निर्दिष्टित या विधिक वारिसों का जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व निदाजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्दिष्टित/विधिक वारिसों की बीमाकृत रकम का, संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के साथ बित के भीतर, सुनिश्चित करेगा।

[संख्या एस-35014/319/82-सी.एफ.-II]

S.O. 4133—Whereas Messrs Fibreglass Pilkington Limited, Lal Bahadur Shastri Marg, Thane-400602 (MH/7626) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra (Bombay), maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount

that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra (Bombay) and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employee to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominees/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014/319/82-PF. II]

क्र० आ० 4134.--मैसर्स श्री वेंकटेश पेंपेर एण्ड कोर्पस (प्रा०) लिमिटेड, स्वासीनायपुरम, मद्रासकुलम-642113 (टी एन/11266) जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिवाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेध सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

घट: केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु की ऐसी विश्वविधियां भेजेगा और ऐसे लेखा रक्षक तथा निरीक्षण के लिए ऐसी सुविधा प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के शासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की दलसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षा दर्ज करेगा और उसकी आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपबन्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपबन्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुरूप हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/सामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा, और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिपूर्ण अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत सारांश के भीतर, जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदे के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के माध्यम से नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मातृ दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/319/82-मी०एफ०-11]

S.O. 4134.—Whereas Messrs Sri Venkatesa Paper and Boards (P) Limited, Swaminathpuram, Madathukulam-642113 (TN/11266) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section(2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employee than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employee to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the

benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No S-35014 (318)/82-PF. III]

कां० ४१३५ —मैसर्स महेंद्रा ओवेन लिमिटेड, पिम्परी पूना-४११०१८ (महा/७१५६) (जिसे हममें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, १९५२ (१९५२ का १९) (जिसे हममें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा १७ की उपधारा (२क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिग्रहण हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, १९७६ (जिसे हममें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उक्त अधिनियम है,

अतः केंद्रीय सरकार, उक्त अधिनियम की धारा १७ की उपधारा (२क) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए और इससे उपाय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष का अवधि के लिए उक्त स्कीम के तहत उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

१. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि प्रायुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केंद्रीय सरकार, समय समय पर निरदिष्ट करे।

२. नियोजक, ऐसे निरीक्षण प्रभारों वा प्रत्येक मस की समाप्त के १५ दिनों के भीतर संदाय करेगा जो केंद्रीय सरकार, उक्त अधिनियम की धारा १७ की उपधारा (३क) के खण्ड (क) के अधीन समय-समय पर निरदिष्ट करेगा।

३. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत सेवाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रमियम का संदाय, सेवाओं का प्रस्तर्ण, निरीक्षण प्रभारों का संदाय अदि ची है, होने वाले सभी व्ययों को बहुत नियोजक द्वारा, किया जाएगा।

४. नियोजक, केंद्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचनापत्र पर प्रदर्शित करेगा।

५. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का

पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उनका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम का संचालन करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बड़ाए जाते हैं तो, नियोजक सामूहिक बीमा कर्म के अधीन कर्मचारियों का उपलब्ध फायदा में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है, जो कर्मचारी को उस वक्ता में संचय होती, जब यह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों का प्रति कर के रूप में वारिस रकमों के अन्तर के बराबर रकम का संचय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का संभावना है, वहां प्रादेशिक भविष्य निधि आयुक्त, अपनी अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तिपुस्तक प्रस्तुत देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों का प्राप्ति होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रहे की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संचय करने में प्रसन्न रहता है, और पालिसी का व्यवहार हो जाने दिया जाता है तो, छूट रहे की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संचय से किए गए किसी व्यक्तिकर की वक्ता में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों का जो यदि यह छूट न दो गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के संचय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन, के संबंध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार लाभ निर्देशितों विधिक वारिसों की बीमाकृत रकम का संचय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर मुनिष्ठित करेगा।

[संख्या मस-35014/317/82-पी.एफ. 11]

S.O. 4135.—Whereas Messrs Mahindra Owen Limited, Pimpri, Poona-411018 (MH/7156) (hereinafter referred to as the said establishment) have applied for exemption under sub-section 2A of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under Clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available, under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the

insurance/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India

[No S-35014 (317)/82-PF. II]

नई दिल्ली, 24 नवम्बर, 1982

क्र०आ० 4136 --केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बेकरी यूनिट, ग्रामीण उद्योग और प्रबंध विभाग, तमिलनाडु ग्रामीण संस्थान, गामी ग्राम-624302, जिन्ना मद्राई (तमिलनाडु) नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारियों अविध्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं एम-35019/143/82-पी०एफ-1]

New Delhi, the 24th November, 1982

S.O. 4136.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Bakery Unit, Department of Rural Industries and Management, Gandhigram Rural Institute, Gandhigram-624302, Madurai District (Tamil Nadu), have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment

[No S-35019(143)/82-PF. II]

क्र० आ० 4137--केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अनुकम्पा जी-6, इन्डस्ट्रियल एस्टेट सनाथनगर, हैदराबाद-18, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारियों अविध्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं एम-35019/142/82-पी०एफ II]

S.O. 4137.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Anukampa, B-6, Industrial Estate, Sanathnagar Hyderabad-18, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment

[No S-35019(142)/82-PF. II]

क्र० आ० 4138.--केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स शोनाकरण टाक्रीज, न० 15 और 16, कान्देवर मानिका मुशालियर

स्ट्रीट, बेल्लोर टाउन-632001, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारियों अविध्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं एम-35019/141/82-पी०एफ-2]

S.O. 4138.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Dinakaran Talkies, No. 15 and 16, Contractor Manicka Mudahar Street, Vellore Town-632001 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35019(141)/82-PF. II]

क्र० आ० 4139--केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एम्ब्रोसा मार्केटिंग एजेंसीज इन्डस्ट्रियल एस्टेट, पांडिचेरी-9, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारियों अविध्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं एम-35019/140/82-पी० एफ-2]

S.O. 4139.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ambrosia Marketing Agencies, Industrial Estate, Pondicherry-9, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment

[No. S-35019 (140)/82-PF. II]

क्र० आ० 4140.--केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स शोतत इंजीनियरिंग कम्पनी, 8/145, साथी रोड गांधीपुरम, कोयम्बटूर-12, तमिलनाडु, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारियों अविध्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं एम-35019/139/82-पी०एफ-2]

S.O. 4140—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Jects Engineering Company, 8/145, Sathy Road, Gandhipuram, Coimbatore-12, Tamil Nadu, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment

[No. S-35019 (139)/82-PF. II]

का० आ० 4141—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्रीवत्सा प्लास्टिक्स महाबलीपुरम मार्ग, श्रीगियस थोराइपक्कम महास-96, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं० एम-35019/138/82-पी०एफ०-2]

S.O. 4141—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Srivatsa Plastics, Mahabalipuram Road, Oggium, Thoraipakkam, Madras-96, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35019 (138)/82-PF. II]

का० आ० 4142—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स थिएटर, स्वप्ना, सिनेमा स्ट्रीट, काकिनडा-533007 (आन्ध्र प्रदेश) नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं० एम-35019/137/82-पी०एफ०-2]

S.O. 4142—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Theatre Swapna, Cinema Street, Kakinada-533007 (Andhra Pradesh), have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35019 (137)/82-PF. II]

का० आ० 4143—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स पटेल घारा(सो) मिल, महात्मा गांधी मार्ग डाक-घर जेयपुर, कोरापुट, उड़ीसा, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं० ए-35019/133/82-पी०एफ०-2]

S.O. 4143—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Patel Saw Mill, Mahatma Gandhi Road, Post Office Jeypore, Koraput, Orissa, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35019 (133)/82-PF. II]

का० आ० 4144—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स रायल बेकरी, मेन रोड, जेयपुर, कोरापुट, उड़ीसा, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं० एम-35019/132/82-पी०एफ०-2]

S.O. 4144—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Royal Bakery, Main Road, Jeypore, Koraput Orissa, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35019 (132)/82-PF. II]

का० आ० 4145—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स उड़ीसा सीमेंट एम्प्लॉईज कन्ज्यूमर्स को-ओपरेटिव स्टोर्स लिमिटेड, बाकपर राजगंगपुर, सुन्दरगढ़, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं० एम-35019/131/82-पी०एफ०-2]

S.O. 4145.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Orissa Cement Employees Consumers' Co-operative Stores Limited, Post Office Rajgangpur, Sundargarh, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35019 (131)/82-PF. II]

का० आ० 4146.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स क्रेसेन्ट वाल्व्स मैन्युफैक्चरिंग कंपनी (प्राइवेट) लिमिटेड, प्लॉट सं० 135 एस० आई० डी० सी० इंडस्ट्रियल एरिया, ट्रांस थाने क्रक. जिसके अन्तर्गत 48-50, भाजीपाला स्ट्रीट, मुम्बई-3 स्थित उसका न्यू बाम्बे रजिस्ट्रीकृत और विक्रय कार्यालय भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35018/71/82-पी० एफ०-2]

S.O. 4146.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Crescent Valves Manufacturing Company (Private) Limited, Plot No. 135, MIDC Industrial Area, Trans Thane Creek, New Bombay including its Registered and Sales Office at 48—50, Bhajipala Street, Bombay-3 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018/71/82-PF. II]

का. आ. 4147 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स न्यू बाम्बे वुडवर्क्स, प्लॉट सं० डी-143, ट्रांस ठाने क्रक इंडस्ट्रियल एरिया, शिन्वाणे रोड, ठाने बेल्लपुर रोड, जिला ठाने जिसके अन्तर्गत मोतीलाल सा मिल, ई. एस. पाटनवाला मार्ग, चौरापदेव, मुम्बई-33, स्थित इसका कार्यालय भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35018/70/82-पी. एफ.-2]

S.O. 4147.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs New Bombay Wood Works, Plot No. D-143, Trans-Thana 1018 C/82—8

Creek Industrial Area, Shirvane Village, Thana, Bellapur Road, District Thane including its office at Motilal Saw Mill, E. S. Patanwala Marg, Chorapdeo, Bombay-33, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018 (70)/82-PF. II]

का० आ० 4148 —केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सेंचुरी रेयान एम्प्लॉयज को-ऑपरेटिव क्रेडिट सोसाइटी लि०, मार्फत सेंचुरी रेयन मुंबई मार्ग, शाहाद-421103, जिला थाना नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35018/51/82-पी० एफ०-2]

S.O. 4148.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Century Rayon Employee's Co-operative Credit Society Limited, Care of Century Rayon, Motilal Road, Shahad-421103, District Thana have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018/51/82-PF. II]

का० आ० 4149.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ट्रान ओशन एजेंसी, 65, बाजाय भवन, नरिमन प्वायंट, मुम्बई-21 इसके सी-41, द्वारकामदन, कनाट प्लेस, नई दिल्ली-1, स्थित शाखा कार्यालय सहित), नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35018/40/82-पी० एफ०-2]

S.O. 4149.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Trans Ocean Agency, 65, Bajaj Bhavan, Nariman Point, Bombay 21, including its branch office at C-41, Dwarka Sadan Connaught Place, New Delhi-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018/40/82-PF. II]

का० आ० 4150.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्पेक्ट्रम फिनिशर्स, स्पेक्ट्रम एस्टेट, प्लॉट सं० 123, स्ट्रीट सं० 17, एम० आई० डी० सी० (मनरेल) अंधेरी, मुम्बई-93, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों को बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस०-35018/33/82-पी० एफ-2]

S.O. 4150.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Spectrum Finishers, Spectrum Estate, Plot No. 123, Street No. 17, MIDC (Moral), Andheri (East), Bombay-93, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35014/33/82-PF. II]

का० आ० 4151.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स पार कम्प्यूटर सर्विसेज 417, तुलसिआनी चैम्बर्स, नरिमान प्वाइंट, मुम्बई-21, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस०-35018/32/82-पी० एफ-2]

S.O. 4151.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Par Computer Services, 417, Tulsiani, Chambers, Nariman Point, Bombay-21, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S. 35018(32)/82-PF. II]

का० आ० 4152.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एस० आर० सी० रोल फॉर्मिंग (प्राइवेट) लि० एफ-3, चिकलथाना इंडस्ट्रियल इस्टेट औरंगाबाद-1 और उसके स्टील प्रोसेसर्स कम्पाउंड, विलेज रोड, भादुप मुम्बई, स्थित पंजीकृत कार्यालय सहित, नामक स्थापन से सम्बद्ध नियोजक कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किये जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस०-35018/31/82-पी० एफ-2]

S.O. 4152.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs S. R. C. Roll Forming (Private) Limited, F-3, Chikalthana Industrial Estate, Aurangabad-1, including its Registered office at Steel Processors Compound Village Road, Bhandup, Bombay-78, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018(31)/82-PF. II]

का० आ० 4153.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कन्सो-लिडेटेड प्लास्टिक्स, 55, सिद्धपुरा इंडस्ट्रियल इस्टेट, मसरानी लेन, कुर्ला, मुम्बई-70, नामक स्थापन से संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस०-35018/28/82-पी० एफ-2]

S.O. 4153.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Consolidated Plastics, 55, Sidhpura Industrial Estate, Masrani Lane, Kurla, Bombay-70, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018(28)/82-PF. II]

का० आ० 4154.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जिनीथ क्रेडिट कारपोरेशन, 19, आर एन० मुखर्जी रोड, कलकत्ता-700001, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस०-35017/240/82-पी० एफ-2]

S.O. 4154.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Zenith Credit Corporation, 19, R.N. Mukherjee Road, Calcutta-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(240)/82-PF. II]

का० आ० 4155 - केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बंगाल इंजिनियरिंग कार्पोरेशन, 121, नेताजी सुभाष रोड, कलकत्ता-1 तथा इसकी शांख आफिस, 14-बी, महाराषी देबेन्द्रा रोड, कलकत्ता-700007 और पीकट्री, पिरगछा बॉड, 24 परगना, नामक स्थापन से संबद्ध नियोजक और कर्मचारियों का बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35017/239/82-पी० एफ-2]

S.O. 4155.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Bengal Engineering Corporation, 121, Netaji Subhas Road, Calcutta-1 including its branch office at 14-B Maharshi Debendra Road, Calcutta and the factory at Pirgacha, Badu, 24-Parganas, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(239)/82-PF. II]

का० आ० 4156 - केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स वेस्ट बंगाल इंडस्ट्रियल इन्फ्रा-स्ट्रक्चर डेवलपमेंट कार्पोरेशन पी-34, सी० आई० टी० रोड (दुसरी, तीसरी और चौथी मंजिल) कलकत्ता-14 जिसके अंतर्गत (1) कल्याणी, बी-6/239, कल्याणी, जिला नाडिया (2) खडगपुर, कौशल्या, खडगपुर-721301, जिला मिदनापुर और (3) हाल्डिया, इन्डियन बी० आई० आई० डी० सी० रोड (पेट्रो कार्बन कारखाने के निकट) हाकर हाल्डिया तेल परिकरणी, जिला मिदनापुर स्थित शाखाएं शामिल भी हैं, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों का बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35017/92/82-पी० एफ-2]

S.O. 4156.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs The West Bengal Industrial Infra-Structure Development Corporation, P-34, C.I.T. Road, (2nd, 3rd and 4th Floor), Calcutta-14 including its branches at (1) Kalyani, B-6/239, Kalyani, District Nadia (2) Kharagpur, Kaushallya, Kharagpur-721301, District Midnapore and (3) Haldia, W.B.I.I.D.C. Road (near Petro Carbon Factory), Post Office Haldia Oil Refinery, District Midnapore, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

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Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(92)/82-PF. II]

का० आ० 4157 - केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स माडर्न मशीनरी स्टोर्स, 96/5, धर्मतला रोड, घुमुरी, हावड़ा, पश्चिमी बंगाल जिसके अंतर्गत 18-डी० एवरेस्ट बिल्डिंग, 46, सी०, चौरंगची रोड कलकत्ता-71, स्थित इसका मुख्यालय और 127, जी० टी० रोड सालिकावा, हावड़ा स्थित इसका पंजीकृत कार्यालय भी है, नामक स्थापन से संबद्ध नियोजक और कर्मचारियों का बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35017/90/82-पी० एफ-2]

S.O. 4157.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Modern Machinery Stores, 96/5, Dharmatala Road, Ghumuri, Howrah, West Bengal including its Head Office at 18-D, Everest Building 46C, Chowringhee Road, Calcutta-71 and Registered Office at 127, G.T. Road, Salkia, Howrah, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(90)/82-PF. II]

का० आ० 4158 - केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री बालाजी लेमिनेटिंग इंडस्ट्रिय, 35/ए/3, बिल्बाबी बारिन घोष सारणी, कलकत्ता-67, जिसमें जिसके अंतर्गत 19, पोल्लॉक स्ट्रीट कलकत्ता-1 स्थित उसका मुख्यालय भी है, नामक स्थापन से संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35017/88/82-पी० एफ-2]

S.O. 4150.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Shree Balaji Laminating Industries, 35/A/3, Biplabi Barin Ghosh Sani, Calcutta-67 including its Head Office at 19, Pollock Street, Calcutta-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(88)/82-PF. II]

का० आ० 4159 केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स फायलफॉट लिमिटेड, 55 कैनल स्ट्रीट, बी-ब्लॉक, 38, कलकत्ता-1, जिसके अन्तर्गत पॉ-83, बनारस रोड, बेलगछिया हावड़ा-5, स्थित इसका कारखाना भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों का बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकाण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35017/37/82-पी० एफ-2]

S.O. 4159.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Fylfot Engineers (Private) Limited, 55, Canning Street, B-Block, 3rd Floor, Room No. 38, Calcutta-1 including its Factory at P-83, Banaras Road, Belgachia, Howrah-5, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No S-35017(37)/82-PF. II]

का० आ० 4160.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स घोष मेडिकल एजेंसी, 12/1-ब पशुपति बोस लेन, कलकत्ता-3, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकाण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35017/36/82-पी० एफ-2]

S.O. 4160.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ghosh Medical Agency, 12/1-B, Pashupati Bose Lane, Calcutta-3, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(36)/82-PF. II]

का० आ० 4161.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एम० वी० एडोनिस् मार्फेन् सुन्दरबन लांच मिडीकेट, चांदपाल घाट, स्ट्रेट मार्ग, कलकत्ता-1 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकाण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस० 35017/38/82-पी० एफ-2]

S.O. 4161.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs M. V Adonis, Care Of Sundarban Launch Syndicate, Chandpalghat Strand Road, Calcutta-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(38)/82-PF. II]

का० आ० 4162.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एम० वी० निहारिका, मार्फेन् सुन्दरबन लांच मिडीकेट चांदपाल घाट स्ट्रेट मार्ग, कलकत्ता-1 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकाण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस० 35017/39/82-पी० एफ-2]

S.O. 4162.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs M. V. Niharika, Care Of Sundarban Launch Syndicate, Chandpalghat, Strand Road, Calcutta-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(39)/82-PF. II]

का० आ० 4163.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री हरी ट्रेडर्स 86, के० एन० सी० मार्ग, बासात 24-पर्गना पश्चिमी बंगाल, नामक स्थापना से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकाण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस० 35017/40/82-पी० एफ-2]

S.O. 4163.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sri Hari Traders, 86, K. N. C. Road, Basat, 24-Parganas, West Bengal, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment

[No. S-35017(40)/82-PF. II]

का० आ० 4164—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ईस्टर्न केमोफार्ब लिमिटेड 16-ए, राफि अहमद किदवाई मार्ग, कलकत्ता-16 जिसके अन्तर्गत बारकर मार्ग, पोस्ट बॉक्स सं० 47 पुरुलिया, पश्चिम बंगाल स्थित इसका मुख्यालय, ग्राम दाम्दा, डाक घर सिमुलिया जिला पुरुलिया, पश्चिम बंगाल स्थित इसका कारखाना और 10 हूले आवागमन अपार्ट-मेंट्स, 2 शामनाथ मार्ग, दिल्ली-54 स्थित इसकी शाखा भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारियों विविध निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एन० 3501757/41/82-पी० एफ०-2]

S.O. 4164.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Eastern Chemofarb Limited, 46-A, Rafi Ahmed Kidwai Road, Calcutta-16 including its Head Office at Barakar Road, Post Box No. 47, Purulia, West Bengal, Factory at Vill., Damda, Post Office Simulia District Purulia, West Bengal and Branch at 10, Duplex Oberoi Apartments 2, Sham Nath Marg, Delhi-54, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017(41)/82-PF. II]

का० आ० 4165—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सुचारु कर्मागार कम्पनी 573, ब्लॉक एन, न्यू अलीपुर कलकत्ता-53, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारियों विविध निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा शक्तियों को प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एन० 35017/57/82-पी० एफ०-2]

S.O. 4165.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sucharu Commercial Company, 573, Block-N, New Alipore, Calcutta-53, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(57)/82-PF. II]

का० आ० 4166—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स इन्द्रानी इंजीनियर्स, 11, ओल्ड पोस्ट ऑफिस स्ट्रीट, कलकत्ता-1, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत

हो गई है कि कर्मचारियों विविध निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एन० 35017/58/82-पी० एफ०-2]

S.O. 4166.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Indrani Engineers, 11, Old Post Office Street, Calcutta-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(58)/82-PF. II]

का० आ० 4167—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स डोस्को 327, रा० न० गुहा मार्ग, दम दम कलकत्ता-28, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारियों विविध निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एन० 35017/59/82-पी० एफ०-2]

S.O. 4167.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Dosco, 327, R. N. Guha Road, Dum Dum, Calcutta-28, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(59)/82-PF. II]

नई दिल्ली, 25 नवम्बर, 1982

का० आ० 4168—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सन्मान, 26, पार्क लेन, कलकत्ता-16, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारियों विविध निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एन० 35017/60/82-पी० एफ०-2]

New Delhi, the 25th November, 1982

S.O. 4168.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sanmaan, 26, Park Lane, Calcutta-16, have agreed that the provisions of

the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(60)/82-PF. III]

नई दिल्ली, 26 नवम्बर, 1982

का० आ० 4169:—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार एतद्वारा 28 नवम्बर, 1982 को उस तारीख के रूप में नियत करती है, जिसकी उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पढ़ने हों प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 [धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पढ़ने हों प्रवृत्त की जा चुकी है] के उपबंध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्—

1. तनुकु: पश्चिम गोदावरी जिले के तनुकु तालुक में (पूर्वी) मेरावल्ली, अज्जारम, कपावरम, विपक (पश्चिमी) मन्दापाका, सज्जापुरम, चिवातम, (उत्तरी) के सावारम, टो० वैमावरम, पार्श्वी दक्षिणी वेलपुर, कोमारारम, पी० इल्लिन्दालापारु के राजस्व ग्रामों के अन्तर्गत आने वाले तनुकु क्षेत्र।
2. चिवातम: पश्चिम गोदावरी जिले के तनुकु तालुक में (पूर्वी) तनुकु, के० सावारम, अन्द्राजावरम, (पश्चिमी) अन्द्राजावरम तेनाली (उत्तरी) अन्द्राजावरम, (दक्षिणी) तेनाली, सज्जापुरम के राजस्व ग्रामों के अन्तर्गत आने वाले चिवातम क्षेत्र।
3. पैदिपारु: पश्चिम गोदावरी जिले के तनुकु तालुक में (पूर्वी) थमाज्जापुरम, (पश्चिमी) मन्दापाका, तेनाली, (उत्तरी) अन्द्राजावरम, (दक्षिणी) मन्दापाका के राजस्व ग्रामों के अन्तर्गत आने वाले पैदिपारु क्षेत्र।

[सं० एम-38013/37/82-एच० आई०]

New Delhi, the 26th November, 1982

S.O. 4169.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 28th November, 1982 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Andhra Pradesh, namely:—

1. Tanuku.—The area of Tanuka within the revenue villages of (East) Peravalli, Ajjaram, Kapavaram, Wipparlu (West) Mandapaka, Sajjapuram, Chivatam, (North) K. Savaram, T. Vemavaram, Palangi (South) Velpur, Komaravaram K. Illindalaparru in Tanuku Taluk, of West Godavari District.
2. Chivatam.—The area of Chivatam within the revenue villages of (East) Tanuku, K. Savaram, Undrajavaram (West) Undrajavaram, Tetali, (North) Undrajavaram (South) Tetali, Sajjapuram in Tanuku Taluk of West Godavari District.
3. Paidiparru.—The area of Paidiparru within the revenue villages of (East) Sajjapuram, (West) Mandapaka, Tetali, (North) Undrajavaram, (South) Mandapaka in the Tanuku Taluk of West Godavari District.

[No. S-38013/37/82-HI]

नई दिल्ली, नवम्बर 19-82

का० आ० 4170:—मैसर्स जगजीर काटन टेक्सटाईल मिल्स लिमिटेड, कामाड़ा, पंजाब (पंजाब/16), जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है; जिसका मुख्यालय नई दिल्ली में तथा कारखाने जगदीश, खैरा और प्रबोहर तथा ग्रहमवाड़ा, जयपुर, कानपुर, मद्रास और नागपुर स्थित विभिन्न कार्यालयों को कांड नं० यू/16 के अंतर्गत केन्द्रित रूप में आते हैं, के संबंध में,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदेश का प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उक्त फायदों से अधिक अनुकूल हैं जो कर्मचारी निधि सहस्र बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त पंजाब को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुवधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रणामन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय लेखाओं का अन्तरण, निरीक्षण प्रभारों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बचत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम की संस्था करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उक्त फायदों में अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम पर उस रकम से कम है, जो कर्मचारी को उस वक्ता में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशनी को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संशय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक विधायक निधि आयुक्त पंजाब के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक विधायक निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों का अपना दृष्टिकोण स्पष्ट करने का मुक्तिपुस्तक प्रसार देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुक, है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारिख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को ब्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकर की वक्ता में उन मृत सदस्यों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह छूट न हो गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उनके हकदार नाम निर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक वक्ता में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/215/82-पी०एफ-III]

ए० के० भट्टराई, अवर सचिव

(Department of Labour)

New Delhi, the 25th November, 1982

S.O. 4170.—Whereas Messrs Jagatjit Cotton Textile Mills Limited Phagwara, Punjab (PU/16) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act); in respect of their Head Office in New Delhi, Factories at Jagraon, Khanna and Abohar and the Sales Offices at Ahmedabad, Jaipur, Kanpur, Madras and Nagpur which are centrally covered under Code No. PU/16.

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment or benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014 (215)/82-PF-III]

A. K. BHATTARAI, Under Secy.

वित्त मंत्रालय

(व्यय विभाग)

नई दिल्ली, 30 नवम्बर, 1982

सांका. लि० 4171.—राष्ट्रपति, संविधान के अनुच्छेद 77 के खंड (3) के अनुसरण में, वित्तों शक्तियों का प्रत्यायोजन नियम 1978 का प्रो. संशोधन करने के लिए निम्नलिखित नियम बनाने हैं, अर्थात्—

1 (1) इन नियमों का संक्षिप्त नाम वित्तीय शक्तियों का प्रत्यायोजन (दूसरा संशोधन) नियम, 1982 है।

2 वित्तीय शक्तियों का प्रत्यायोजन नियम 1978 (जिसे इसमें इनके पश्चात् उक्त नियम कहा जा रहा है) के नियम 13 के उप-नियम (2) के परन्तुक के खण्ड (ग) के स्थान पर निम्नलिखित रखा जाएगा, अर्थात्—

“(ग) वित्तियों को प्राथमिक यूनिट या उप-शीर्षक जैसे ऐसी प्राथमिक यूनिट या उप-शीर्षक जिससे निधि का पुनर्वितरण किया जा रहा है, अथवा ऐसी प्राथमिक यूनिट या उप-शीर्षक जिसके लिए निधि का पुनर्वितरण किया जाना है जो भी कम हो, निधि के लिए मूल बजट उपबन्ध के दरा प्रतिशत से अधिक निधियों का पुनर्वितरण,

3 उक्त नियम की अनुसूची के उपबंध में मध्य 3 के सामने, स्तंभ 4 में, (क) विद्यमान पैरा 1(क) के स्थान पर निम्नलिखित रखा जाएगा, अर्थात्—

“(क) राजपत्रित आधिकारों के लिए—वस्तुतः दिए गए सवारी भाड़े प्रभार की प्रतिपूर्ति उस राजपत्रित सरकारी सेवक को जो अपने मुख्यालय से 8 कि० मी० के घेरे में किसी सवारी में लोकेशन के लिए यात्रा करता है अथवा स्टाफ कार उपलब्ध नहीं होती और जबकि कोई यात्रा अथवा अनुज्ञेय नहीं होता, निम्नलिखित शर्तों के अधीन की जा सकेगी—

(1) प्रत्येक कर्तव्य पर-वीर्य किया गया स्थान संबंधित सरकारी सेवक के कार्यालय से छोटे से छोटे मार्ग द्वारा एक कि०मीटर से कम नहीं है।

(2) यदि ऐसे अधिक आधिकारों से शासकीय कर्तव्य पर किसी विनिर्दिष्ट स्थान के लिए अग्रसर होता अपेक्षित है तो उन्हें जहां तक संभव हो आटोमोबाइल या अन्य सवारी मिलाकर लेनी चाहिए।

(3) नियन्त्रक आधिकार यह प्रमाणित करेगा कि स्टाफ कार संबंधित राजपत्रित सरकारी सेवक द्वारा दी गई यात्रा के लिए उपलब्ध नहीं की जा सकेगी।

टिप्पण—विभागाध्यक्ष उपर्युक्त वर्णित शर्तों के अधीन रहते हुए सवारी प्रभारों की अपनी प्रतिपूर्ति को भंडारी दे सकेंगे।

(ख) पैरा 2 में “उपगत वास्तविक टैक्सी भाड़े या अन्य सवारी भाड़े” शब्दों के स्थान पर “उपगत वास्तविक सवारी भाग प्रभार” शब्द रखे जाएंगे।

पैरा 3 में, “किंतु टैक्सी अत्यावश्यक दशाओं में ही भाड़े पर ली जा सकेगी”। शब्दों के स्थान पर “किंतु टैक्सी अत्यावश्यक दशाओं में ही भाड़े पर ली जा सकेगी, यदि सामान या उपस्कर इतना बड़ा है कि उसे किसी आटोमोबाइल में नहीं ले जाया जा सकता है”;

(घ) “साधारण टिप्पण” शीर्षक के नीचे,—

(i) टिप्पण (1) में “टैक्सी भाड़े या अन्य” शब्दों का लोप किया जाएगा।

(ii) टिप्पण (2) में “टैक्सी या अन्य” शब्दों का लोप किया जाएगा।

(iii) टिप्पण (vi) में “टैक्सी के भाड़े” और “वस्तुविक्रय शर्तों का लोप किया जाएगा।

(iv) टिप्पण (vi) के पश्चात निम्नलिखित टिप्पण जोड़ा जाएगा, अर्थात्—

(vii) किसी सरकारी सेवक द्वारा चाहे वह राजपत्रित हो या राजपत्रित, किन्हीं भी परिस्थितियों में टैक्सी भाड़े पर लेना अनुज्ञेय नहीं है।

(viii) लोकेशन से एक कि०मीटर से अधिक माफा के लिए अपनी स्वयं की सवारी का उपयोग करने वाले आधिकार, यात्रा भत्ता नियमों के अधीन उनको अनुज्ञेय सीमा होने की दूर पर प्रतिपूर्ति का दावा कर सकेंगे।”

4 उस नियम की अनुसूची VII की नारिणी में “राजस्व की हानि” से संबंधित प्रविष्टि के नीचे मद (1) के सामने, स्तंभ 3 में विद्यमान प्रविष्टि के नीचे निम्नलिखित अंतः स्थापित किया जाएगा, अर्थात्—

“आय-कर, धन-कर, दान-कर, व्यय-कर मरदा-शुल्क की अवसूचनीय शक्तियों का मात्रा का कम करने के शक्तियों का प्रयोग यथा स्थिति आय-कर अधिनियम, 1961, धन-कर अधिनियम, 1957 दान-कर अधिनियम, 1958, व्यय-कर अधिनियम, संपदा शुल्क अधिनियम, 1953 के उपबन्धों और, राजस्व विभाग या केन्द्रीय प्रत्यक्ष कर बोर्ड द्वारा समय-समय पर जारी किए गए अनुदेशों के अनुसार वित्तियमित किया जाएगा”।

टिप्पण.—भारत के राजपत्र भाग 2, खंड (3), उपखंड (ii) तारीख 22 जुलाई, 1978 में, अधिसूचना सं० एम० 02141 द्वारा प्रकाशित वित्तीय शक्तियों का प्रत्यायोजन नियम, 1978 का संपादन निम्नलिखित द्वारा संशोधित किया गया—

- (i) अधिसूचना सं० एम० 1887 तारीख 9-6-1979
- (ii) अधिसूचना सं० एम० 2942 तारीख 1-9-1979
- (iii) अधिसूचना सं० एम० 2611 तारीख 4-10-1980
- (iv) अधिसूचना सं० एम० 2161 तारीख 15-8-1981
- (v) अधिसूचना सं० एम० 2104 तारीख 5-9-1981
- (vi) अधिसूचना सं० एम० 3073 तारीख 4-9-1982

[सं० एक 1(7)-ई II (ए)/81]

के० एच० मेहता, अवर सचिव

(Department of Expenditure)

New Delhi, the 30th November, 1982

G.S.R. 4171.—In pursuance of clause (3) of article 77 of the Constitution of India, the President hereby makes the following rules further to amend the Delegation of Financial Powers Rules, 1978, namely:—

1. (1) These rules may be called the Delegation of Financial Powers (Second Amendment) Rules, 1982.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In rule 13 of the Delegation of Financial Powers Rules, 1978 (hereinafter referred to as the said rules), in the proviso

to sub-rule (2), for clause (c), the following shall be substituted, namely :—

“(c) re-Appropriation of funds exceeding 10 per cent of the original budget provision for either of the primary units of Appropriation or sub-head, i.e., the primary unit or sub-head from which the funds are being re-Appropriated or the primary unit or sub-head to which the funds are to be re-Appropriated whichever is less.”

3. In Schedule V to the said rules, in Annexure, against item 3, in column 4,—

(a) for the existing paragraph 1(A), the following shall be substituted, namely :—

“1(A) For Gazetted Officers.—The conveyance hire charges actually paid may be re-imbursed to a Gazetted Government servant, who performs a journey in the public interest within a radius of 8 Kilometres from his headquarters, in a conveyance when staff car is not available and where no travelling allowance is admissible, subject to the following conditions :—

(i) The place visited on official duty is not less than one kilometre by the shortest route from the office of the Government servant concerned.

(ii) If more than one officers are required to proceed to a particular place on official duty, they should share the autorikshaw or other conveyance, as far as possible.

(iii) The Controlling Officer shall certify that the staff car could not be made available for the journey performed by the Gazetted Government servant concerned.

Note.—Heads of Departments may sanction to themselves the re-imbusement of conveyance hire charges subject to the conditions mentioned above.”;

(b) In paragraph 2, for the words “the actual taxi hire or other conveyance hire incurred” the words “the actual conveyance hire charges incurred” shall be substituted;

(c) In paragraph 3, for the words “However, a taxi may be hired only in urgent cases”, the following shall be substituted, namely :—

“However, a taxi may be hired only in urgent cases if the material or equipment is large enough that it cannot be transferred in an autorikshaw.”

(d) Under the heading “GENERAL NOTES”,—

(i) In Note (i), the words “taxi hire or other” shall be omitted;

(ii) In the Note (ii), the words “taxi or other” shall be omitted;

(iii) In the Note (vi), the words “actual taxi or other” shall be omitted;

(iv) After Note (vi), the following notes shall be inserted, namely :—

“(vii) Hiring of taxi by a Government servant, whether gazetted or non-gazetted, is not permissible under any circumstances.

(viii) Officers using their own conveyances for journeys in public interest beyond one kilometre may claim re-imbusement at the rate of mileage allowance admissible to them under Travelling Rules.”

4. In Schedule VII of the said rules, in the Table, under the entry relating to “Loss of revenue”, against item (i), below the existing entry in column 3, the following shall be inserted, namely :—

“The exercise of powers for scaling down of irrecoverable amounts of Income-tax, Wealth-tax, Gift-tax, Expenditure tax, Estate duty shall be regulated in accordance with the provisions of the Income tax Act, 1961, Wealth-tax Act, 1957, Gift-tax Act, 1958, Expenditure-tax Act, Estate Duty Act, 1953, as the case may be, and the instructions issued by the Department of Revenue or Central Board of Direct Taxes, from time to time.”

Note.—The Delegation of Financial Powers Rules, 1978 published vide Notification No S.O. 2131 appearing in part II, section (3), sub-section (ii) of the Gazette of India, dated 22nd July, 1978 subsequently amended by :—

(i) Notification No. S.O. 1887, dated 9-6-1979.

(ii) Notification No. S.O. 2942, dated 1-9-1979.

(iii) Notification No. S.O. 2611, dated 4-10-1980.

(iv) Notification No. S.O. 2164, dated 15-8-1981.

(v) Notification No. S.O. 2304, dated 5-9-1981.

(vi) Notification No. S.O. 3073, dated 4-9-1982.

[No. F. 1(7)-E.II(A)/81]

K. L. MEHTA, Under Secy.

